United States Court of Appeals for the Second Circuit



APPENDIX

NO. 76-4280

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD

Petitioner.

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A DIVISION OF RWDSU, AFL-CIO,

Respondent.

B

ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

APPENDIX

Elliott Moore,

Deputy Associate General Counsel,

National Labor Relations Board.

Washington, D. C. 20570.



PAGINATION AS IN ORIGINAL COPY

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(ii)

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: District 1199, National Union of Hospital and Health Care Employees, A Division of RWDSU/AFL-CIO

Case No.: 2-CB-5891

5.28.75	Charge filed
9.17.75	Complaint and Notice of Hearing, dated
9.23.75	Respondent's request for extension of time to file its answer to complaint, dated
9.30.75	Regional Director's Order Extending Time to Answer, dated
10.14.75	Respondent's Answer, dated
10.14.75	Respondent's Demand for Bill of Particulars, dated
10.30.75	General Counsel's Bill of Particulars, In Part and Opposition to Demand for Bill of Particulars, In Part, dated
11. 6.76	Administrative Law Judge's telegraphic order denying Respondent's Demand for Bill of Particulars, dated
11. 6.76	Order Rescheduling Hearing, dated
12.12.75	Hearing opened
12.16.75	Hearing closed
1.29.76	General Counsel's Motion to Correct Official Report of Proceedings, dated
4. 2.76	Administrative Law Judge's Decision issued
4.30.76	Respondent's Exceptions, received
6.24.76	Decision and Order issued by the National Labor Relations

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES A DIVISION OF RWDSU/AFL-CIO (UPPER MANHATTAN MEDICAL GROUP)

and

CASE NO. 2-CB-5891

VERNEAL SALTERS

COMPLAINT AND NOTICE OF HEARING

Union of Hospital and Health Care Employees, a division of RWDSU/AFL-CIO, herein called District 1199, has engaged in, and is engaging, in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director, Region 2, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations - Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

- 1. The Charge in this proceeding was filed by Verneal Salters on May 28, 1975, and served by registered mail upon District 1199 on or about June 2, 1975.
- 2.(a) Upper Manhattan Mêdical Group, herein called the Company,
 a partnership composed of doctors, is duly organized under the laws of the
 State of New York.
- (b) At all times material herein, the Company has maintained an office and place of business at 1865 Amsterdam Avenue, New York, New York, where it is engaged in providing out-patient health service to the general public.
- (c) During the past year, which period is representative of its annual operations generally, the Company, in the course and conduct of its operations derived gross revenues therefrom in excess of \$1,000,000.
- (d) During the same period, the Company purchased goods and supplies valued in excess of \$5,000 which originated outside the State of New York from firms located in the State of New York, who received such goods and supplies

from outside the State of New York.

- 3. The Company is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2),(6) and (7) of the Act.
- 4. District 1199 is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.
- 5. Edward R. Bragg and Arthur Schuman are, and have been at all times material herein, a vice-president and the controller, respectively of Respondent District 1199, acting on its behalf, and agents thereof.
- 6. On or about May 23, 1975 and on various other dates presently unknown during the month of May 1975 District 1199, by Edward R. Bragg, its vice-president threatened Verneal Salters, an employee of the Company that District 1199 would cause her discharge by the said employer, if said employee continued to ask questions concerning the administration of the collective-bargaining agreement in existence between District 1199 and the Company, which contract covered the bargaining unit of which Salters was a member.
- 7.(a) On or about May 27, 1975 District 1199 by Arthur Schuman made a demand upon the Company that it discharge Verneal Salters.
- (b) On or about May 28, 1975 Dr. Peggy Alsup, medical director of the Company, pursuant to the demand described above in paragraph 7(a), discharged Verneal Salters.
- 8. District 1199 demanded that the Company discharge the employee named above in paragraph 7 as described in said paragraph because said employee had questioned Bragg as to the administration of the above noted contract between the Company and District 1199.
- 9. By the acts described above in paragraph 6, and by each cf said acts, District 1199 restrained and coerced, and is restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and Section 2(6) and (7) of the Act.

of said acts, District 1199 caused and attempted to cause, and is causing and attempting to cause an employer to discriminate against his employees in violation of Section 8(a)(3) of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(b) (2) and Section 2(6) and (7) of the Act.

11. The acts of District 1199 described above in paragraphs 6,7 and 8, occurring in connection with the operations of the Company described above in paragraphs 2 and 3, have a close, intimate, and substantial relation to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 13th day of November 1975, at 11:00 a.m., at 26 Federal Plaza, Room 3614, in the City and State of New York, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise and give testimony.

You are further notified that, pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the Regional Director, Region 2, acting in this matter as agent of the National Labor Relations Board, an original and Four (4) copies of an answer to the said Complaint within ten (10) days from the service thereof, and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Form NLRB-4668, Statement of Standard Procedure in Formal Hearings
Held Before the National Labor Relations Board in Unfair Labor Practice Cases
is attached.

Dated at New York. New York this 17th day of September 1975.

Sidney Danielson, Regional Director National Labor Relations Board Region 2

26 Federal Plaza, Room 3614 New York, New York 10007

JD-205-76 New York, NY

UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD DIVISION OF JUDGES

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A DIVISION OF RWDSU/AFL-CIO (UPPER MANHATTAN MEDICAL GROUP)

and

Case No. 2-CB-5891

VERNEAL SALTERS

Ernest J. Collazo, Esq.,
New York, NY, for the
General Counsel.
Jerome Tauber, Esq., of
Sipser, Weinstock, Harper,
Dorn & Leibowitz, New York,
NY, for the Respondent.

DECISION

Statement of the Case

BERNARD RIES, Administrative Law Judge: Upon a charge filed on May 28, 1975, resulting in a complaint issued on September 17, 1975, this proceeding came on for hearing in New York, New York, on December 12 and 16, 1975. The complaint alleges that on or about May 23, 1975, and various other dates in May, 1975, Respondent District 1199 threatened Verneal Salters that Respondent would cause her discharge if she continued to ask questions concerning the administration of the collective-bargaining agreement in existence between District 1199 and Salters' employer, Upper Manhattan Medical Group, and further alleges that by causing the discharge of Salters on May 28, 1975, because Salters raised questions as to the administration of the collective-bargaining agreement, Respondent violated Section 8(b)(1)(a) and 8(b)(2) of the Act. Respondent denied the critical allegations of the complaint. Briefs were received from counsel for the General Counsel and counsel for Respondent on or about January 30, 1976.

Upon the pleadings, the evidence, my observation of the demeanor of the witnesses, the entire record in this case, $\underline{1}$ / and after careful study of the briefs submitted by counsel, I make the following:

Findings of Fact

1. Jurisdiction

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Upper Manhattan Medical Group, a duly organized partnership 10 under the laws of the State of New York, at all material times herein has maintained a place of business in New York, New York, where it is engaged in providing out-patient health service to the general public. During the year preceding issuance of the complaint, Upper Manhattan Medical Group, in the course and conduct of its operations, received gross revenues in excess of \$1 million, and during the same period purchased goods valued in excess of \$5,000 which originated outside the State of New York from firms located in the State of New York, which received such goods from outside the State of New York. Respondent admitted at the hearing, and I find, that Upper Manhattan Medical Group 20 is and at all times material has been an employer within the meaning of Section 2(2) of the Act, engaged in commerce within the meaning of Section 2(6) and (7) of the Act. I further find that District 1199, National Union of Hospital and Health Care Employees, A Division of RWDSU/AFL-CIO, is a labor organization within the meaning of Section 2(5) 25 of the Act, over which the Board may and should exercise jurisdiction.

II. The Alleged Unfair Labor Practices

A. The Relevant Evidence

Verneal Salters, a licensed practical nurse, was employed by Upper Manhattan Medical Group from September 1969 to May 28, 1975, when she was discharged, purportedly for failure to pay union dues.

Since at least 1969, Upper Manhattan Medical Group has recognized Respondent District 1199 as the collective-bargaining representative of a unit of its employees and has executed bargaining agreements requiring employees to join and maintain membership in the Union in order to retain employment. Salters' record of dues payments was, to

1/	The transcript of	proceedings	is hereby corrected in	the following respects:
	Page	Line	From	
	37	14	From "1972"	<u>To</u> "1970"
45	118	7	"I want"	"I don't want"
	138	4	"\$2.54"	"\$2.50"
	153	5	"I don't want"	"I want"
	193	2	"receive"	"received"
50	201	3	"Donald W. Merkelbach"	"Edward R. Bragg"
	203	7	"man"	"woman"
	213	23	"expected"	"expect you"
	222	22	"creaming"	"screaming"
	261	12	"1975 on the	"1975. On the
)			last page"	last page-"

say the least, spotty. She apparently preferred to delay paying her dues as long as possible, and, for the most part, paid irregularly in large sums. For example, from March 1970 until May 1971, she paid no dues, and then paid an amount which wiped out her existing debt to the Union. Again, in February 1972, she was 7 months in arrears at the time she made a dues payment. She paid no dues from May 1972 2/ through April 1974; in the latter month, she was told by Carl Rath, then the area director of the division of the Union having jurisdiction over her bargaining unit, that if she did not pay her dues he would request her termination, and she paid in full. From April 29, 1974, until May 28, 1975, when she was discharged, she made no dues payment.

As to the operative events leading to her discharge, Salters testified as follows. Between November 1974 and April 1975, Respondent 15 engaged in negotiations for a bargaining agreement with Upper Manhattan Medical Group. Salters was a member of the negotiating committee. At a membership ratification meeting held probably on May 5, 1975, Edward Bragg, area director and vice president of the division of the Union responsible for Upper Manhattan Medical Group, explained to the employees that as a 20 result of the negotiations, they would receive retroactive pay raises in two separate checks in the month of May. After the membership ratified the contract, Bragg spoke to Salters about her dues delinquency. He cold her if she did not pay her dues, he would have to send a letter to Upper Manhattan Medical Group requesting her termination. Salters 25 testified that she told Bragg that she would pay her dues in full before noon on Friday, May 30. She said that she told him that she was a member of a vacation club which had been making payments into a bank account and that the funds from the account would be distributed to the club members on May 30. According to Salters, Bragg acquiesced, but said 30 that if she did not have her money in by May 30, "We're going to send a letter." Salters testified that on earlier occasions, during the contract negotiations, Bragg had urged her to pay her union dues.

On May 16, Salters received a check for retroactive pay in the amount of \$26, but she made no payment on her back dues. On May 23, she received another check for retroactive backpay. When she saw the amount of the latter check, she realized that it did not include the overtime differential which the employees had been promised. She went to see Zenia Walker, a member of the bargaining unit and the bookkeeper for Upper Manhattan Medical Group. She asked Walker why she had not received full payment in the second check and Walker replied, "Salters, you are always starting trouble." After some argument with Walker, in which Walker said that she had been told that the backpay was to be paid in three checks instead of two, Salters called Edward Bragg. Before she did so, she saw Walker in conversation with Cecilya King, the administrator of Upper Manhattan Medical Group, and overheard her own name in that conversation.

^{50 2/} The May 1972 payment included advance dues for the months of June and July 1972.

When she called Bragg, according to Salters, she asked him if he could recall the manner of retroactive payment which had been agreed upon at the negotiations. She said she thought the employees were supposed to be paid in full in only two pay checks; Bragg said that he 5 could not immediately remember. At that point Bragg received word that Cecilya King was calling him. He took the call from King. When he called Salters back, he said, "Salters, you're always starting trouble. Why don't you just pay your dues and not cause trouble?" Salters reportedly replied, "Hey, this is not about dues, this is about 10 backpay. I told you I would be down on the 30th of May to pay you." Bragg answered, "You got a backpay for \$26 and you didn't make any arrangements to come down and pay it." Salters allegedly replied, "Because I told you I'd be down and pay you on the 30th." Bragg answered, "Listen, just pay your dues or I'll send a letter." Salters 15 answered, "You send a letter. You send a fucker." She then hung up on Bragg. Bragg called back and, according to Salters, said, "Don't threaten me." She again hung up on Bragg.

Salters thereafter worked on May 24, a Saturday, was off on Sunday and Monday (the latter being Memorial Day), and worked Tuesday, May 27. About noon on Wednesday, May 28, Ms. King handed her a letter informing her that she was being discharged pursuant to the union-security provision of the bargaining agreement.

Salters said that she went home and called Bragg's superior,
Phillip Kamenkowitz, the executive vice president in charge of the
Drug Division of the Union. She told Kamenkowitz that she had made an
agreement with Bragg to pay her dues on May 30, that they had had a
difference of opinion, and that he had caused her to be discharged. She
testified that Kamenkowitz told her, "I don't know anything about it
and I don't think we want you back in the Union anymore." 3/ After some
further conversation, she asked Kamenkowitz to contact Bragg about
rescinding the termination and he said that he would call her back. He
never did so.

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That same day, Salters went to the Regional Office of the Board and filed a charge. On the following day, May 29, Bragg called her at home and asked her if she wanted to speak to him. She said that she was waiting for Kamenkowitz to call. Bragg told her that Kamenkowitz had said that she wanted to speak to Bragg. She told Bragg that she was going to come to the Union office and make payment of her dues, and he allegedly replied, "Well, the Union does not want you back inhere anymore, and we're not going to take your money." He is further alleged to have said, "Salters, as long as you are a practical nurse and if you ever become a registered nurse, you'll never work again in New York City... As long as you owe union money, you'll never work." Salters then allegedly asked Bragg to make up his mind: "Do you want my money, or don't you want my money?" His reply was, "Miss Salters, go to hell." With that he hung up.

^{3/} On cross-examination, Salters admitted that Kamenkowitz had referred to her history of dues delinquency, as indicated in her affidavit.

On May 30, after having received her share of the vacation club account on May 29, Salters went to the Union office in the morning and told the clerk that she wanted to pay her dues. The clerk pulled Salters' card; to it was attached a note signed by Bragg which stated that Salters' dues were not to be accepted. The clerk said that she had to speak to her supervisor. After a while Bragg came to the finance department and said, "I am just a mere figurehead. I have nothing to do with Miss Salters' dues. If it's to be accepted you have to clear it with Mr. Kamenkowitz." Bragg then departed. Shortly thereafter Salters went to see Kamenkowitz. His secretary said that he was in a meeting, went into an inner office and returned, and said nothing further to Salters. When Salters asked if Kamenkowitz was going to see her, the secretary replied, "Mr. Kamenkowitz is not going to see you at all today or any other day." Salters left the office. 4/

15 The essence of Bragg's testimony follows. Bragg is the union official responsible for negotiating and administering collectivebargaining agreements covering a number of different employee groups for which District 1199 is the bargaining representative. He testified that 20 he was assigned his present responsibility as chief operating officer in charge of the Health Insurance Plan (HIP) groups, which includes Upper Manhattan Medical Group, in December 1973, because the administration of the HIP groups was plagued with problems, including that of dues delinquency, and he was appointed to resolve the existing problems. He 25 testified that he was aware of Salters' past dues problems, and that after she became delinquent once again in June 1974, he spoke to her about paying her dues and thereafter continuously urged her to make her pastdue payments. He says that he raised the matter a number of times during the negotiating period in 1974-1975, beginning in November 1974, and told 30 Salters that "If we weren't in negotiations which were very difficult negotiations, that I would have removed her from the job." 5/ Bragg testified that in November 1974, Salters had told him that she would pay her dues as soon as she got an income tax refund, which he said would be acceptable. He said that during this period he asked her to make 35 arrangements with the Union's finance department to show her good faith and to relieve the "intense pressure" which Kamenkowitz was applying to him about the dues delinquency of Salters and other members. Bragg testified that around March or April 1975, he said something to Salters about the fact that she had received the tax refund, and that she did 40 nothing but smile. 6/ Thereafter, whenever he discussed her dues situation with Salters, she merely said that she was going to pay.

Bragg testified that after the contract ratification vote on May 5, he spoke to several employees who were present and who were more than 3 months delinquent in their dues. He asked them to make arrangements

^{4/} The secretary was not called to testify, nor was Famenkowitz.

^{5/} As noted, Salters was a member of the negotiating committee.

^{6/} Salters did not contradict Bragg's testimony about the promise to pay upon receipt of the tax refund.

to pay with the Union finance office, and each agreed to do so except Salters. He testified that he told Salters that he was under "intense pressure" from Kamenkowitz to remove her from the job, and that when he asked her to make an arrangement with the finance office, "[s]he said to me verbatim 'I will pay my dues at the end of the month.'" Bragg told Salters that the offer was not good enough, and that he expected her promptly to contact the finance office and make some sort of arrangement. He denied that she ever mentioned anything about a vacation fund.

The evidence shows that dues are payable on the 1st of each month, and that on the 20th, the finance department reviews its records to determine which employees are as much as 3 months delinquent. Those who become so delinquent are sent a "final notice," informing them that they are no longer a member in good standing, and that they will be dropped from membership if they do not pay their obligations within 10 days. Members who fail to pay within 10 days are charged a new initiation fee and a postage fee, if and when they eventually make their payments. As indicated by the foregoing discussion about Salters' history and further discussion infra, the fact that a member has fallen into arrears for more than 3 months, and has been expelled from membership, has not automatically resulted in the Union seeking termination of the employee under the union-security clause.

Once a month, the Union finance division prepares a "Drug
Division Delinquency List." It lists the names of members who have received
"final notices" in the past (and the date those notices were sent), as well
as an indication of the current payment status of such members, and the
names of members who, having become 3 months in arrears, are currently
being sent final notices. Bragg testified that the vice presidents and
other officials normally have a staff meeting each Friday, and that at the
staff meeting which is held on the Friday succeeding the distribution of
the monthly delinquency list, the list is reviewed by Respondent's officials.
He said that at the May 23 staff meeting, the May delinquency list had
been received and was discussed. In reviewing the status of Salters, there
35 was considerable discussion of Salters' past delinquency. Pursuant to a
"new" "rule of thumb" promulgated by Kamenkowitz under which, if a member
has been delinquent for more than a year, "you have got to take him off
the job," Kamenkowitz "mandated" Bragg to seek Salters' termination. 7/

After the mandate, but before the meeting ended, Bragg received a call from Salters complaining that she had not received her full retroactive overtime payment in her May 23 check. He assertedly told her, "Listen, that is not the most important thing at this point. I was just in a meeting with Kamenkowitz, and Kamenkowitz has instructed me to remove you from the job." He also told her not to worry about the retroactive

^{7/} Although Bragg testified that "you have got" to take a member off the job in such circumstances, he went on to testify that the rule of thumb is applied "strictly solely on the member's record," taking into account the "past payments, past practice of the member, how the member paid, whether the member paid on time."

overtime pay problem because he would check into it. As Bragg was talking to Salters, he received a message that Cecilya King was calling him from the Upper Manhattan Medical Group. King told him that Salters "was upstairs carrying on and complaining about not getting her retro money." When Bragg said that Salters had a right to complain and asked why she did not get the money, King said that bookkeeper Zenia Walker did not know how to compute retroactive overtime and had been unable to get the payment out timely. King told Bragg that she had explained the situation to the Union delegates and that they had agreed that it was not the fault of management but rather the fault of Walker, about which nothing could be done. Bragg then asked to speak to the two Union delegates. They "both" said, "I don't know what is wrong with Verneal. She is around here cursing and carrying on and we met with management and it wasn't management's fault, but it was Zenia Walker's fault and she is new and we have tried to explain that to Mrs. Salters, but Mrs. Salters didn't want to hear anything."

Bragg said that he then made contact again with Salters, who was "yelling and screaming and carrying on and calling me all kinds of dirty names which I felt I didn't deserve, because I treated her like a sister for the year, year and a half that I handled that place, treated her like a sister, literally, physically, treated her like a sister." He says that he told Salters that he had respected her and that he expected reciprocal treatment. Salters then hung up. Bragg called her back and said, "Salters, you shouldn't have hung up on me. I don't know why you did that, that wasn't right, it wasn't fair, and my major concern was trying to save your job." He then told her that he wanted her to come to the Union's office and make arrangements to pay her dues. She uttered an obscenity and again hung up on him.

Bragg went and talked to Kamenkowitz about the situation.

He was instructed by Kamenkowitz to fill out a form requesting the termination of Salters. The form was processed through the Union finance department and a letter was mailed from the Union to the employer on

35 May 27, asking that Salters be terminated for her failure to maintain her membership in good standing.

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Bragg testified that he had authorized the placement of a note on Salters' file that no dues would be accepted from her until she saw

40 Kamenkowitz. He recalled that Salters had come to see him during the week in which she was terminated; that he met her at the finance department; that she said something to him that he could not remember; and that a man with her said, "Don't say anything to that son-of-a-bitch." He then returned to his office. He testified that his desk is positioned so that he would have a view of anyone entering Kamenkowitz' office and that he did not see Salters to so.

B. Discussion and Conclusions

"Congress intended to prevent utilization of union security agreements for any purpose other than to compel payment of union dues and fees." Radio Officers' Union v. N.L.R.B., 347 U.S. 17, 41. My review

of the record leads me to conclude that Respondent caused the termination of Verneal Salters , marily for reasons unrelated to her failure to pay dues.

I must begin my analysis with the caveat that I did not find 5 all of General Counsel's evidence to be particularly reliable. One peculiar quirk in the case was some testimony by a witness named Eileen Wells, a co-worker of Salters. For the purpose of shoring up the testimony of Salters that she had told Bragg that the Union would 10 receive its money at the end of May, when the vacation fund was distributed, Wells was brought on to testify that on a train ride to Washington to the "Jobs Now" rally in which District 1199 members participated, Wells was sitting with Salters when they were briefly joined by Bragg. Wells testified that Bragg asked Salters, "Sister Salters, when are you going 15 to pay some union dues?," and that Salters replied, "I told you that I would pay you when I got my vacation club." When Salters herself was asked about this conversation, she recalled speaking to Bragg on the train, but could not remember what was said. Respondent introduced the May publication of the Union's newsletter which referred to the jobs rally 20 in Washington as having taken place on Saturday, April 26. I have no doubt that the train ride in fact occurred on that date. But since Salters testified that the first time she mentioned the vacation club to Bragg was the evening of the ratification meeting, and since Bragg was probably accurate in stating that the ratification meeting was May 5, 25 it is very unlikely that, on April 26, as Wells testified, Salters would have said to Bragg that she had already "told" him that she would pay when she got her vacation club money. 8/ Nonetheless, Bragg conceded that, on May 5, Salters did say to him that she would pay the money "at the end of the month."

A central feature of Respondent's case is its claim that the decision to request the termination of Salters had already been reached at a staff meeting on May 23 after Kamenkowitz and the other union officials had reviewed the May dues delinquency list earlier received, and that the brouhaha caused by Salters on that day was simply coincidental. I am persuaded, however, that in fact the dues delinquency list for May had not been prepared prior to the May 23 staff meeting (since there is no evidence to the contrary, I will assume that the regular Friday staff meeting was indeed held on May 23).

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^{8/} Salters was not always a convincing witness, as well. Her testimony contains some discrepancies, as Respondent points out in its brief. But as General Counsel observes in its brief, Bragg's testimony was demonstrably suspect at times. Of the two, I think Salters was the more credible witness. I credit her testimony that she told Bragg on May 5 that she would pay her dues at the end of the month, and that he acquiesced. I further credit her general account of the May 23 conversations, which makes more sense than Bragg's version. I suspect, however, that, as Bragg indicated, she was more voluble in those conversations than her testimony would show.

Bragg testified that the delinquency list is usually received by the union officers around the 20th of each month and is discussed at the next regular Friday staff meeting. Mary Austin has been the supervisor of the Union's finance department for 20 years, and she testified as to the procedures employed by the Union, including those relating to the recording of dues payments, the dispatch of "final notices" regarding payments due, etc. On three separate occasions in her initial appearance as a witness, she testified that the monthly delinquency list is prepared after the "final notices" are sent to those members who, as of the 10 current month, have become in arrears for 3 months dues. Thus, at Tr. 155, Austin testified that "After the letters are prepared and mailed to the members, a list" of delinquents is prepared. At Tr. 156, when asked "When does [the name of a newly delinquent member] go on the list, what period of time?," Austin answered, "Immediately upon the mailing of this letter." 15 At Tr. 178, Austin testified, "This is what we call [the] delinquency list, which is produced immediately after these notices are sent to our members. This list was sent (sic) based on notices sent May 27, 1975."

The delinquency list for the month of May is in evidence. The 20 format of the caption is as follows:

Drug Division Delinquency List

DATE NOTICE SENT May 27 1975 DEADLINE June 6, 1975

The following delinquent members marked * received statements and owe a balance on a new initiation fee. All others were sent Final Notices. The date indicated is for those sent prior to this month.

There follows a list of members' names, their book numbers, and their bargaining unit; some of the names have asterisks preceding them; others have a date indicating that they received a final notice prior to May. Thus, the remainder of the caption, and the first delinquent listed, reads:

	NAME	BOOK#	STORE	DATE SENT
40	* Zenia Walker	33511	Upper Manh	Nov. 25, 1974
1			Med Grp	

The language on the form, as shown above, indicates that the names of the delinquents listed on it who were being listed as delinquent for the first time had already received their notices prior to the publication of the delinquency list itself. Thus, one of the entries in the caption reads "DATE NOTICE SENT" followed by the date "May 27, 1975." The first sentences below that state, "The following delinquent members marked * received statements and owe a balance on a new initiation fee. All others were sent Final Notices." The foregoing language, as well as Austin's original testimony, clearly indicates that the delinquency list for May was not compiled until the final notices for the newly delinquent members had been sent out on May 27. When a question was raised about the tense

used in the caption, Austin was recalled to the stand and, contrary to her prior testimony, said that the delinquency list was in fact prepared on the 20th of each month. She further explained that even though the caption reads "DATE NOTICE SENT," it really means date notice "will be" sent. Although not specifically asked, she presumably also would have said that the statement "All others were sent Final Notices" actually meant all others who had not previously received them "will be" sent final notices. Such a tortured construction of the language of the form is clearly at odds with her initial testimony, given three times, that the delinquency list is not prepared until after the current "final notices" are actually sent.

Austin was also asked about the sentence in the explanatory legend at the top of the list which states, "The following delinquent members marked * received statements and owe a balance on a new initiation fee." Only one name on the first page of the delinquent list bears an asterisk next to it; that is the name of Zenia Walker. When asked what the sentence meant, Austin testified:

- Zenia Walker made a payment, leaving a balance of initiation fee, and Verneal Salters made no payment so they (sic) was left with no balance and she didn't make a payment. It remained as is.
- JUDGE RIES: When you say owe a balance on a new initiation fee, you mean if somebody hasn't made any payment for--
- THE WITNESS: Hasn't made any payments at all.

 The difference in the two cards, if you look at the cards, Zenia Walker made a payment after that and after making the payment, she was left with a balance. We are showing area director (sic) that Zenia Walker indeed did come and make a payment. It wasn't complete and she still owes a balance. Whereas Verneal Salters made no payment so she owes everything from whatever point the letter was sent.
- The ledger cards for Zenia Walker are in evidence. They show that on November 25, 1974, Zenia Walker was sent a final notice, being 3 months delinquent in payment at that time. They further show that she made no additional payment until May 30, 1975. Since, as explained by Austin, an asterisk would be placed next to the name of a delinquent member only if she had made some payment since she received her final notice, and since Zenia Walker made no payment until May 30, it is obvious that the asterisk next to Walker's name can only be explained by the fact that the delinquency list was not prepared until May 30 or thereafter. 9/ Thus, despite the fact that Austin appeared to be a highly credible witness, I simply cannot give any credence to her testimony on this point.

^{9/} Perhaps because she had recognized this fact, Austin testified on recall that the asterisk next to Walker's name merely meant that she had "made some kind of arrangements to start making payments." Unlike the case of Janice Johnson, Respondent produced no notation showing that Walker had in fact made such an arrangement prior to May 30.

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I am therefore left to conclude that the delinquency list had not been prepared as of May 23, 1975, and that the delinquent members were not the subject of discussion at the staff meeting which presumably veheld as a matter of course on that date. My conclusion in this regard is further supported, I believe, by the contradiction in the testimony of Bragg that Kamenkowitz had, on May 23, prior to the receipt of the call from Salters, "mandated" him to request Salters' termination. If Bragg had been so mandated, I find inexplicable his testimony that, during the call, he told Salters "I want you to get down here and make arrangements to pay your dues."

It therefore appears to me that the sequence of events occurred as follows. On May 23, Bragg was attending a staff meeting at which no discussion of delinquent members was had. He received a call from Salters 15 complaining about the fact that she had not received her full retroactive pay. He then received a call from King, the administrator of Upper Manhattan Medical Group, who told him, as he testified, that Salters was "carrying on and complaining about not getting her retro money." He then spoke to his union delegates who told him that Salters was "cursing and carrying on and we met with management and it was not management's fault, but it was Zenia Walker's fault and she is new and we have tried to explain that to Mrs. Salters, but Mrs. Salters did not want to hear anything." He then talked to Salters again and she "started yelling and screaming and carrying on and calling me all kinds of dirty names which 25 I felt I didn't deserve, because I treated her like a sister . . . " Salters then hung up on him and when he called her back she hung up on him again.

Shortly thereafter, Bragg initiated the formalities which 30 resulted in the termination of Salters. The procedure the Union uses is somewhat cumbersome. Bragg must fill out a form giving information about Salters, her history, the amount of her delinquency, the attempts he has made to collect dues from her, etc. 10/ The form must then be approved by Kamenkowitz. It is thereafter sent to the controller, Arthur Schuman, and then forwarded to Austin's department, where a check is made to see that the member is in fact delinquent. When that is done, someone in Austin's department types up a letter which is signed by Schuman and sent to the employer involved. The record shows that the letter requesting Salters' termination was mailed by the Union on May 27, 40 1975. As indicated above, the conversations between Bragg and Salters occurred on Friday, May 23. Monday, May 26, was Memorial Day, a holiday. The Union's letter to the employer must have been dispatched reasonably early on May 27, since around noon on May 28, the employer handed Salters a type-written letter informing her that she was discharged.

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^{10/} It is of interest that although Bragg conceded that, on May 5,
Salters had told him that she would pay her dues "at the end
of the month," he wrote on the form, in the space for indicating the
member's response to previous contacts, only "When she got the money,
she would pay."

It will be recalled that Bragg admitted that Salters had told him on May 5 that she would pay the full amount of back dues at the end of May; I credit Salters' testimony that she told him this again on May 23. A review of Bragg's testimony indicates that at no time in the 5 past had Salters made such a fixed and definite commitment to pay. He testified, without contradiction, that in November 1974, she had told him that she would pay her back dues when she received her income tax refund, a rather vague proposal. Thereafter, Bragg testified, Salters simply said that she would pay at some time in the future, giving no 10 special date. But despite the fact that she became much more specific in May and told him on May 5, and again on May 23, that she would pay by the end of the month (May 30 fell on a Friday), Bragg refused to wait a few more days after May 27 to see if Salters would hold to her promise, and instead immediately set into motion, most probably on 15 May 23, after his phone conversations with her, King, and the two union delegates, the procedure for removing her from her job.

On the assumption that the delinquency of the members was not discussed at the staff meeting (if there was one) on May 23, it therefore appears that the initiating force for the removal of Salters was her telephone call to Bragg and its aftermath. Although I do believe the testimony of Bragg, as conceded by Salters, that he had been urging her to pay her back dues and had threatened to terminate her, he did not in fact do so at the end of the contract negotiations, despite his testimony that he had told her as early as November 1974 that it was only the pendency of the negotiations which prevented him from making good his threat. Nor did he attempt to terminate her after May 16, when she received a partial retroactive payment and failed to make a payment on her dues. The impulse to terminate her came about not as a result of a discussion at a 30 staff meeting, but as a result of a phone call placed by her to him complaining about the administration of the contract and of adverse comments voiced about Salters to Bragg by King and the two union delegates. There is every reason to believe that Salters would not have been terminated on May 28, had she not made that phone call to Bragg on May 23.

As previously stated, King had complained to Bragg that Salters was "carrying on and complaining about not getting her retro money." The union delegates had told Bragg that Salters was "cursing and carrying on" and complaining about the actions of a fellow member, Zenia Walker, 11/ whose inability to compute the overtime pay had caused the delay. Bragg testified that in the second call to Salters, she "started yelling and screaming and carrying on and calling me all kinds of dirty names, which I felt I didn't deserve" Bragg revealed a great deal, I think, when, in discussing the procedure for terminating Salters, he gratuitously interjected, "They probably didn't want to take her back, probably happy to get rid of her." When asked why he had ventured this opinion, he said, "Because

^{11/} Referred to by Bragg as "our member, good union member."

Salters unfortunately is very—at times uncouth, very crude, very unprofessional, and her coworkers don't particularly care for her, some of her coworkers." When asked how he knew this, he answered, "Because I have got a good relationship with my members and my members were very indignant, as I testified before, very indignant and upset about the way she carried on about her members. Zenia Walker, her coworker, her sister, who made the mistake in paying the dues, paying the retroactive money—."

Additional and convincing support for my conclusion that Bragg 10 caused Salters to be discharged, in large part, for prohibited reasons, is found in other evidence in the record disclosing the leniency generally accorded to delinquent members. The record shows, for example, that Delores Williams was delinquent as of April 1973 and received a "final notice" on June 27, 1973. Although she made a \$25 payment on November 5, 1974, this only paid her up through May 1973. Thus, as of May 28, 1975, the date on which Salters was terminated, Delores Williams was fully 2 years in arrears. Bragg explained his beneficence to Williams by saying, "I understand the people have tough problems and Delores Williams had children, she had family and I just didn't want to terminate her from her 20 job without giving her every opportunity to get it straight." He said, however, that he thinks that in "either April or May of 1975" he told Williams that he had no choice but to remove her from her job. At that time Williams said that he did not have to do so because she was quitting. The record shows that Williams terminated on June 19, 1975. 12/ The fact 25 is, however, that Williams was allowed to stay in a delinquent status of some 2 years until Bragg threatened her termination "in either April or May, 1975." 13/ The record is silent on when the new "rule of thumb" allegedly promulgated by Kamenkowitz, requiring the termination of 1-year delinquents, was introduced; from Williams' record it would appear that, 30 at best, it did not surface until April or May 1975, when the decision to discharge Salters was made. 14/

The May 1975 delinquency list shows that, as of May 28,7 Upper Manhattan employees were 3 months or more delinquent in their dues:

35 Zenia Walker, 9 months; Emma Ford, 4 months; Doris Davis, 5 months; Arline King, 3 months; Salters, 13 months; Mary Layton, 5 months; and Constance Bernard, 4 months. Janice Johnson's name does not appear on the list, but other evidence shows that she was 7 months delinquent at that time. Similarly, the delinquency list does not include the name of Delores Williams, for some unknown reason. The addition of Johnson and Williams to the list would mean that nine unit employees were more than 3 months delinquent. As of May 28, the bargaining unit at Upper Manhattan comprised 35 employees (including Salters).

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^{12/} Williams did not testify.

In the light of Williams' record and Bragg's testimony that he was assigned "specifically to clean [Upper Manhattan Medical Group] because everybody was delinquent there," it is difficult to understand how he could testify that "[n]o one was as bad as Salters and no one refused to pay dues like Salters did."

The record also shows that, in 1974, employee Laura Gomez had been allowed to fall 12 months behind in her dues without incident.

Bragg testified that he spoke to some of the foregoing delinquents at the May 5 ratification meeting. Of those he mentioned, Zenia Walker was, as of May 5, 9 months delinquent in her dues. Bragg testified that he asked the employees to whom he spoke to on that date "to just make arrangements." It would appear, however, that Walker did nothing until May 30, as discussed above, and there is no evidence that Bragg took any further steps to have her make arrangements to pay her dues until she actually did so. 15/

As of May 5, Janice Johnson was 7 months delinquent. Bragg testified that he thought he spoke to Johnson at the ratification meeting. He interjected "though Janice Johnson had already made arrangements with Miss Austin to pay"; the evidence shows that Bragg erred in so stating. The fact is, according to Austin's notes, Johnson did not come to the office to make any arrangement until May 29. While those notes, as supplemented by Austin's testimony, say that Johnson agreed to mail \$50 on May 29 and pay the balance due in two payments on June 13 and June 20, Johnson's ledger card shows that she did not make a \$50 payment until June 12, 1975, and thereafter made no further payment until October 24, 20 1975, when she paid \$25.

It would therefore appear that Respondent maintained a flexible policy with regard to the dues delinquency of its members and was rather generous in that regard. 16/ It seems to me that, aside from its predischarge behavior, Respondent's conduct after Salters attempted to pay her dues on May 30 reflects a rigidity not characteristic of Respondent's normal operation. As Bragg conceded, he had left a note on Salters' file that no dues were to be accepted from her unless Kamenkowitz approved. This note was appended after the request for discharge had been made, and was, according to Bragg, a routine procedure, which indicates that withdrawal of the request for termination is contemplated as a possibility, even after discharge. When Salters attempted to clean up her account on May 30,

^{35 15/} Walker made a payment of \$76 on May 30. One could speculate that she, too, had received a distribution from the vacation club on that date.

^{16/} The May delinquency list in evidence shows that certain employees of Hudson Vitamin had received "final notices" as early as 1973 and had not had any sanctions imposed upon them. Bragg testified, however, without contradiction, that those employees had already left the Hudson Vitamin bargaining unit. The list also shows, however, that one Michael Keskeny, an employee of Bendiner & Schlesinger, received his "final notice" on July 25, 1974, the same day on which Salters had received hers, and apparently made no payments after that date. It would be interesting to know what Keskeny's fate was under the 1-year "rule of thumb"; the record, however, tells us nothing more about Keskeny.

however, Kamenkowitz refused to see her. 17/ In view of the extreme leniency which the Union had afforded to other employees in the past (and in fact had afforded to Salters for a period of some 2 years between 1972 and 1974), it is difficult for me to understand what legitimate reason the Union could have had for not accepting Salters' attempt to pay in full on May 30.

Respondent cites the case of General Motors Corporation, 134 NLRB 1107. In that case, the Board overruled Aluminum Workers 10 International Union, Local No. 135, AFL (The Metal Ware Corporation), 112 NLRB 619, where the Board had held that a full tender of dues made prior to actual discharge, even though a request for discharge had previously been made, is a proper tender, and that a refusal to accept the late tender and a subsequent discharge based upon the earlier request is unlawful in 15 such circumstances. In General Motors Corporation, the Board said that where a union made a lawful request for discharge, its refusal to accept the tender of dues made to the union after the request for discharge but before the discharge took effect did not give rise to an inference of unlawful purpose simply from the fact that the union continued to seek 20 the discharge. Its stated rationale was that "there can be little if any union security if dissident members can frustrate the orderly administration of lawful collective-bargaining agreements by delaying payment of dues and fees they are lawfully obligated to pay until the last minute before their actual discharge." 134 NLRB at 1109. That 25 rationale makes sense in the context of a union which operates a tightlyadministered union-security system, inexorably bringing about the discharge of members when they fall into arrears. That sort of system very plainly was not in effect in the present setting. Here, the record shows, members could go into arrears for 3 months before their membership 30 was terminated and, even after that occurred, years could go by without dues payments being made and without the delinquent members suffering any sanctions. For Respondent to suddenly draw the line at Salters is, in the circumstances of the case, highly suspicious; but, in any event, my reliance on Respondent's post-discharge conduct is simply supportive 35 of the predischarge evidence establishing Respondent's unlawful motive.

I find, accordingly, that Respondent sought the discharge of Salters on May 27, 1975, primarily because she was perceived by Bragg to be a nuisance—she raised questions about the administration of the bargaining agreement, which irritated both Cecilya King, the administrator of Upper Manhattan Medical Group, and the union delegates at the Group, and which embarassed Zenia Walker, the member of the bargaining unit who was apparently responsible for the company's failure to make appropriate

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I believe Salters' testimony in this regard, despite Bragg's testimony that he would have seen Salters had she made an effort to come to Kamenkowitz's office and that he did not see her. Neither Kamenkowitz nor his secretary were produced to deny Salters' testimony. Salters is a forceful person and I do not believe that she would have let a job which she had held for nearly 6 years slide into oblivion without at least attempting to go to the top of the Union hierarchy.

payments under the bargaining contract. 18/ While I am not particularly sympathetic to the fact that Salters deposited in the vacation club monies which could have been paid to the Union, probably so that she could earn some interest on those funds, I do note that Respondent collected a \$25 initiation fee whenever a member fell more than 3 months in arrears and therefore more than recouped the interest which it otherwise could itself have earned if the dues payments had been timely made. The foregoing considerations, however, are irrelevant; the question is whether the discharge of Salters was caused by reasons other than her 10 failure to pay her dues. I find that the efficient reasons for the discharge were as described above. I conclude, therefore, that by demanding the discharge of Verneal Salters on May 27, 1975, and causing her to be discharged on May 28, 1975, Respondent violated Section 8(b)(1)(A) and 8(b)(2) of the Act. Cf. International Union of Electrical, Radio and 15 Machine Workers, AFL-CIO, Frigidaire Local 801 v. N.L.R.B., 307 F. 2d 679, 684 (C.A. D.C.).

On my findings, Respondent's conduct would also be condemned under the theory announced by the Board in Miranda Fuel Company, Inc., 140 NLRB 181, enf. den. 326 F. 2d 172 (C.A. 2). In addition, the precipitate discharge of Salters, after Respondent had cried "wolf" for so long and been so lax in notifying delinquent members as to precisely when Respondent would stop being benevolent, may well fall into that category of cases in which "the Board has fleshed out the statute by requiring the union to give reasonable notice that [the employee] will lose his job for non-payment of dues," N.L.R.B. v. Local 182, I.B.T., 401 F. 2d 509, 510, enfg. 156 NLRB 335. While Respondent had given such warning, it had done so with such frequency and without consequence that Salters could have been understandably misled. In such circumstances, a formal notification setting a reasonable deadline for paying her debt seems the least that was required.

I further conclude that the statement made by Bragg to Salters on May 27--"listen, just pay your dues or I'll send a letter"--constituted an unlawful threat in violation of Section 8(b)(1)(A). While Bragg had in the past, as Salters conceded, threatened to send a letter requesting her discharge, he had done nothing since he had talked to her at the May 5

Respondent stresses Salters' testimony that Bragg said to her on May 23, "Listen, just pay your dues or I'll send a letter," interpreting this as an offer of a last opportunity to square her account. In the context of the remainder of Salters' version of the conversation, which I credit, during which Bragg complained heatedly about Salters' making trouble, I view this less as an offer than as an expression 45 of pique--in effect, that one who is delinquent in her dues had better keep quiet about the way in which the contract is being administered. Furthermore, Bragg plainly extended to Salters no meaningful opportunity to pay; as indicated previously, he must have begun the termination process almost immediately after their conversation 50 on May 23, despite the fact that she had told him twice in May that she would pay at the end of the month. Thus, even if the statement be interpreted as a genuine offer, it seems clear that Bragg's (Continued)

ratification meeting, despite the fact that she had made no effort to pay her dues. I think it likely, as Salters testified, that when she told Bragg on May 5 that she would pay in full at the end of the month, he agreed to wait until then. It was not until Bragg received a call from 5 Salters and was thereafter apprised by Cecilya King and by the other union members of their unhappiness with Salters that he reactivated his threat to seek her discharge; it was in that context, one which was not triggered simply by her failure to pay dues, that he again threatened to seek her termination.

Conclusions of Law

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- 1. Respondent, District 1199, National Union of Hospital and Health Care Employees, a Division of RWDSU/AFL-CIO, is a labor organization 15 within the meaning of the Act.
 - 2. Upper Manhattan Medical Group is an employer engaged in commerce within the meaning of the Act.
- 3. By causing Upper Manhattan Medical Group to discharge Verneal Salters on May 28, 1975, for reasons other than her failure to 20 tender dues and initiation fees, Respondent violated Section 8(b)(1)(A) and (2) of the Act.
- 4. By threatening Verneal Salters on May 23, 1975, that Respondent would seek her discharge for failure to pay dues, said threat 25 being motivated by Respondent's antipathy toward Salters for raising questions about the administration of the collective-bargaining agreement, Respondent violated Section 8(b)(1)(A) of the Act.
 - 5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

The Remedy

Having found that Respondent has engaged in unfair labor practices 35 within the meaning of the Act, I shall order that it cease and desist therefrom and take certain affirmative action designed to effectuate the purposes of the Act.

Having found that the Respondent has caused Upper Manhattan Medical Group to discriminate against Verneal Salters, it will be recommended that the Respondent make Salters whole for any loss of pay and other benefits sustained by reason of the discrimination against her 45 from May 28, 1975, to the day that the Respondent requests her reemployment. Backpay shall be computed in accordance with the Board's formula stated in F.W. Woolworth Company, 90 NLRB 289, together with interest at 6 percent per annum, as provided in Isis Plumbing & Heating Co., 138 NLRB 716.

⁽Continued) mental review of the previous occurrences, followed by Salters' hanging the phone up on him for the second time, caused him 18/ almost immediately to retract it and to vent his emotions against her by initiating the discharge process.

Upon the foregoing findings of fact and conclusions of law, upon the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended: $\underline{19}/$

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ORDER

Respondent, District 1199, National Union of Hospital and Health Care Employees, a Division of RWDSU/AFL-CIO, its officers, agents, and representatives, shall:

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- 1. Cease and desist from:
- (a) Threatening to cause Upper Manhattan Medical Group or any other employer to discriminate against employees in violation of Section 8(a)(3) of the Act.
 - (b) Causing Upper Manhattan Medical Group or any employer to discriminate against employees in violation of Section 8(a)(3) of the Act.

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- (c) In any other manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.
- 25 2. Take the following action which will effectuate the policies of the Act:
- (a) Make whole Verneal Salters for any loss of pay and other benefits she may have suffered by reason of the discrimination against her 30 caused by the Respondent in the manner set forth in the section of this Decision called "The Remedy."
- (b) Notify Upper Manhattan Medical Group in writing that it has no objection to the employment of Verneal Salters and that it 35 requests Upper Manhattan Medical Group to return Salters to the employment from which she was discharged.
- (c) Post at its offices in New York, New York, copies of the attached notice marked "Appendix." 20/ Copies of said notice, on forms provided by the Regional Director for Region 2, after being duly signed by Respondent's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days
- In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

20/ In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

- (c) Mail to the Regional Director for Region 2 signed copies of the notice attached hereto marked "Appendix" for posting by Upper Manhattan Medical Group, if it be willing, at its premises in New York, New York, in places where notices to employees are customarily 10 posted. Copies of the notice, to be furnished by the Regional Director for Region 2, after being duly signed by an authorized representative of Respondent, shall be forthwith returned to the Regional Director for such posting.
- (d) Notify the Regional Director for Region 2, in writing, 15 within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated at Washington, D.C.

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april 2nd, 1976

Administrative Law Judge

APPENDIX

JD-205-76





POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

THE NATIONAL LABOR RELATIONS BOARD HAVING FOUND, AFTER A TRIAL, THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HEREBY NOTIFY YOU THAT:

WE WILL NOT threaten employees with loss of jobs for raising questions about the collectivebargaining agreement or for any reason other than their failure to pay dues and fees as required by a collective-bargaining agreement.

WE WILL NOT cause or attempt to cause UPPER MANHATTAN MEDICAL GROUP or any other employer to discriminate against employees in violation of Section 8(a)(3) of the Act.

WE WILL request that Verneal Salters be returned to the employment from which she was discharged, upon our demand, on May 28, 1975, by UPPER MANHATTAN MEDICAL GROUP.

WE WILL make Verneal Salters whole for any loss of pay and other benefits she may have suffered as a result of the discrimination against her since May 28, 1975.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of rights guaranteed them in Section 7 of the Act.

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A DIVISION OF RWDSU/AFL-C10 (Employer)

Dated	By			
2000		(Representative)	(Titl	le

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 36th Floor - Federal Ruilding, 26 Federal Plaza, New York, New York 10007 (Tel. No. 212 - 264-0360).

MFJ

FILE B. Exec. Sec. 0

225 NLRB No. 23

D--1303 New York, N.Y.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A DIVISION OF RWDSU/AFL—CIO (Upper Manhattan Medical Group)

and

Case 2--CB--5891

VERNEAL SALTERS

DECISION AND ORDER

On April 2, 1976, Administrative Law Judge Bernard Ries issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of 1/
the exceptions and brief and has decided to affirm the rulings, findings, and
conclusions of the Administrative Law Judge and to adopt his recommended Order.

2/ In the last paragraph of sec. II,B, of the Administrative Law Judge's Decision, the date May 27 should read May 23.

^{1/} We find it unnecessary to pass upon the finding of the Administrative Law Judge that Respondent's conduct would also be condemned under the theory announced by the Board in Miranda Fuel Company, Inc., 140 NLRB 181 (1962), enforcement denied 326 F.2d 172 (C.A. 2, 1963). Our finding that Respondent violated Sec. 8(b)(1)(A) is predicated on the finding that Respondent caused the discharge for reasons other than her failure to pay dues.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the Nationial Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, District 1199, National Union of Hospital and Health Care Employees, A Division of RWDSU/AFL-CIO, New York, New York, its officers, agents, and representatives, shall take the action set forth in said recommended Order.

Dated, Washington, D.C. JUN 24 1976

Betty Southard Murphy, Chairman

John H. Fanning, Member

Howard Jenkins, Jr., Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

106-30-3054 45470 MEMBER'S VERNEAL SALTERS LEDGER-LOCAL 1139 1955 2NO AVE Nursing CATEGORY NEW YORK NY 10029 145. SALARY 7.50 DUES RATE INIT. FEE DATE TOTAL DUES MISC. DESCRIPT. BK. NO. 1 1 2 2 7.50 * 345470 7.50 7 cb. * 5 S 7.5 J * 7 24 - 24 74 8 4 28.00 5.5 a 9 À 11 B 13 > 50 9 15 Aug. 17 18 18 19 19 20 0 21 0 23 g Job Dues Pate Brotherhood Fund EMPLOYER SOCIAL SECURITY NO. AREA STORE TRADE NAME LOCATION D/E TERM Bx Upper Mann. Med.Gro. 1765 Amsterdam Ave. 10/59 m 333

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PRESIDENT

Edward ayash

EXPLANATION OF SYMBOLS
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IN - INITIATION FEE
AF - ARREARS FEE
MC - MEETING CREDIT
F - FINE
WC - WITHDRAWAL CARD
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Dues are payable on the first day of each month.

A reinstatement fee of \$1.00 will be charged if dues are not paid by the 20th of the current month.

ALWAYS BRING YOUR MEMBERSHIP BOOK

e 1199

35 UPPER MANHATTAN MEDICAL GROUP 1865 AMSTERDAM AVENUE NEW YORK, N. Y. 10031 (212) 862-7200 OFFICE OF THE MEDICAL DIRECTOR May 28, 1975 Verneal Salters 1865 Amsterdam Avenue New York, New York 10031 Dear Mrs. Salters: In accordance with the provision of the collective bargaining agreement between the Upper Manhattan Medical Group and Local 1199 you are hereby discharged from the Upper Manhattan Medical Group upon receipt of this letter. Signed Peggy Alsup (M)D Medical Director

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UPPER MANHATTAN MEDICAL GROUP

1865 AMSTERDAM AVENUE

NATIONAL NEW YORK NEY A TIONS BOARD

	OFFICE OF THE MEDIAL PLAN		OFFICIAL EX	HIGHT NO.	<u>_</u> 6	,	2) 862-7200
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	NAME	DATE HIRED	JOB -CLASS	1973	19	74	1975
1-	Gwendolyn Alexande	er 4/15/69	Clerk		Present	Date=	
	Elsie Alstorck	9/30/74	L.P.N	"	"		
	Betty Belasco	10/29/68	Clerk	"	11	"	
	Viola Carter	12/2/63	Clerk	"	"	"	
	Dorothy Culp	4/17/69	Tele. Opr. Clerk -	!!			
200	Doris Davis	12/12/66 3/3/75	X-Ray Tech.		11	11	
	Lutitia Eaton Particia England	6/12/72	L.P.N.	п	8.8	11	
545	Emma R. Ford	5/17/65	Tele. Opr.	ti ti	U	11	
- T	Naomi Gattis	11/16/53	P.N.	II.	n	11	
100	Laura Gomez	9/15/69	Clerk		II.	11	
	Vivian Hilliard	11/13/58	Nurs. Secy.	u	11	н	
3-	Marian Holder	9/17/62	Clerk	11	11	n	
4-	Leonard Jenkins	2/18/75	Chauffeur	11	11	11	
5-	Janice Johnson	7/6/70	ECG Tech.	11	11	11	
	Joyce Johnson	9/19/67	Clerk	11			
	Doris K. Jones	6/10/68	L.P.N.		11	" .	
	Darlene Kimbrough		L.P.N.	11	11	" on si	ck leave
	Arlene King	7/5/66	Maid		"	и	
	Mary M. Laytin	1/17/72	L.P.N.				
	Charles Lee	8/14/75	Porter		н	II .	
22-	Clifford D. Lee	10/22/71	Porter	п	п	11	
	Geneva Lindsey	6/18/68	Clerk Clerk	11	11	II.	
	Alice Morton	9/20/71 10/17/56	Admin. Aide	н	- 11	u	
26-	Christine Murphy Gwendolyn Pannell		Clerk	11	n	11	
	Verdell Ray	4/6/70	Clerk	n	н	н	
27-	Lois Richardson	9/8/69	Clerk	11	п	n	
28-	Zenia Walker	4/6/56	Clerk	ii ii	п	11	
	Eileen Welss	10/16/67	X-Ray Tech.	**	li .	11	
	Ethel J. Wysinger		Med. Ass't	91	81	11	
	Clifton Howell	11/17/65	Porter				4/22/74
	Betty C. Williams		Clerk			10/31/74	
33-	Harlee Gilchrist	2/21/74	Chauffeur			2/25/74	
	James McCoy	9/9/74	Porter			11/8/74	
	ctor Mills	8/16/74	Porter		TERM	8/30/74	1/0/25
	Pris Payne	4/21/69	Clerk				1/3/75
	Rene Titus	1/26/70	X-Ray Tech.	0/12/72		TERM	2/28/75
	Lillian Borden	9/25/72	L.P.N. TERM	8/13//3		TERM	7/2/75
	Albertha Lordnum	5/27/75	L.P.N.	A CONTRACTOR OF THE CONTRACTOR		TEDM	7/2/75
40-	Peter Lamozow	2/25/74	Chauffeur	BEST C	COPY AVAILA	IBLE TERM	2/18/75

UPPER MANHATTAN MEDICAL GROUP

1865 AMSTERDAM AVENUE NEW YORK, N. Y. 10031

OFFICE OF THE MEDICAL DIRECTOR

(212) 862-7200

PAGE II CONT'D

November 7th, 1975

		JOB			
NAME	DATE HIRED	CLASS	1973	1974	1975
Constance Dorante	1/7/74	Maid		TERM	1/15/75
Claudia Campbell	6/30/75	L.P.N.		TERM	9/75
Alcira Cruz	1/27/75	Temp Clerk		TERM	6/30/75
Delores Williams	3/10/69	Med. Secy.		TERM	6/10/75
Verneal Salters	9/9/69	L.P.N.		TERM	5/27/75
	Constance Dorante Claudia Campbell Alcira Cruz Delores Williams	Constance Dorante 1/7/74 Claudia Campbell 6/30/75 Alcira Cruz 1/27/75 Delores Williams 3/10/69	NAME DATE HIRED CLASS Constance Dorante 1/7/74 Maid Claudia Campbell 6/30/75 L.P.N. Alcira Cruz 1/27/75 Temp Clerk Delores Williams 3/10/69 Med. Secy.	NAME DATE HIRED CLASS 1973 Constance Dorante 1/7/74 Maid Claudia Campbell 6/30/75 L.P.N. Alcira Cruz 1/27/75 Temp Clerk Delores Williams 3/10/69 Med. Secy.	NAME DATE HIRED CLASS 1973 1974 Constance Dorante 1/7/74 Maid TERM Claudia Campbell 6/30/75 L.P.N. TERM Alcira Cruz 1/27/75 Temp Clerk TERM Delores Williams 3/10/69 Med. Secy. TERM

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on a new initiation feet all ottogge were sunt final hotices. The date indicated is for those sent prior to this manager.

28.45	30184	STOR.	2,72 3 3.7
* Lenia walker	33511	Upper Hanh Hed Grp	Nov 25,197
Jose Bivera	35736	Hott Haven Fam. Ctr	
Jeannette willis	38892	aash. Egts Med Grp	
inma Ford	39223	Upper Manh Med Grp	Apr 28,197
Bessie Fenster	39899	Kings Hwy Hed Grp	Apr 28,197
Sergio Bodrigues	41478	East Harlem Med Grp	
Doris Davis	41437	Upper Menh Hed Grp	Mar 25,19%
Arline King	41534	Upper Manh Med Grp	
Shirley Hinksman	42453	Jamaica Med Grp	
George Austin	42571	Jamaica Med Grp	
lois ase	42531	Camaica Med Grp	Har 25,19%
Madeline Garner	4,5405	Hudson Vitamin	Nov 28,19
Joyce Dingle	43827	Jamaica Med Grp	
Gail Long	44535	Jenaica Hed Grp	
Geen Hall	43135	Hudson Vitamin	Nov 28,19
Nancy Fazzari	45438	Janaica Med Grp	Jan 23,197
Verneal Galters	45470	Upper Manh Med Grp	Jul 25,19;
Hilds Fernandez	46636	Sendiner & Schlesinger	
Totricia dall	46880	IsCuardia Hed Grp	Apr 23,197
Alice lavis(neg ck)	46930	Mash. Mata Med Crp	Mar 25,19
an elena % levis	47606	Contral Flushing Hed	Cet 23,19
Annie firk	47524	Central Flushin Hed	Aug 23,19
locathy Ishmael	43679	Sudson Witamin	Nov 25,19"

		*0	
Indust Varquez	43689	Torkville med Grp	Mar 25,1975
corothea ustin	43770	La Juancia Hed Orp	
Trankes smbriski	43567	la dardia Med Grp	
Barbara reistead	48900	ens Plvd Hed Grp	Jan 23,1975
Estella Morales	48904	LaGuardia Mod Grp	Jan 23,1975
*linda ward	48868	LaGuardia Med Grp	Apr 28,1975
Barbara Hivera(neg ck)	49144	LaGuardia Med Grp	ct 23,1974
* Lapylee Lande: s	49531	Husson Vitamin	Nov 25,1971
Lola -parkes	49312	NY Med Grp	Apr 28,1975
Debbie Spielsinger	49835	LaGuardia Hed Grp	
Sam Franza	49916	Bendiner & Schlesinger	
Hugo Vasquez	49923	Bendiner & Schlesinger	
Hichael Keskeny	49939	bendiner & Schlesinger	Jul 25,197
Claire Dallas	49965	NY Med Grp	
Hary Layton	50010	Upper Hanh Med Grp	Mar 25,1971
Joanne Fazza	50073	laGuardia ded Grp	
Linda Kelly	50112	NY Med Grp	Jan 23,1975
Willemenia Rosinson	50155	Rudson Vitamin	
barton Meltzer	50260	LaGuradia Hosp	Apr 28,1975
Jean strathearn	52246	Bendiner & Schlesinger	Mar 25,1975
Margaret Murphy	52077	LaGuardia Hed Grp	
George maitts	52073	Hudson Vitamin	Jan 23,1979
Joan das	72034	worksens Circle Hed	Jan 23,1975
Michael Sarson	51933	LaGuardia Med Grp	Feb 26,1975
Laura Eurphy	51949	Morkmens Circle Hed	Nov 25,197
Victor rlando	51941	lealth Maint. Center	Jep 25,197 ⁵
Rosa Hizrahi	51903	bendiner & schlesinger	Teb 26,1975

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	Leis . Sautists	3163-	Central . Lushing Hed Gro	
	Tarlyn Javis waith	31763	LaCuardia Med Grp	apr 28,19
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	Joseph Mickena	51446	Hudson Vitamin	
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	clizabeth Machanon -	51307	Yorkville Hed Grp	Har 25,19
	Sorana Blanar	51168	Sendiner & Schlesinger	Apr 25,19
	halaka Jahny	51036	zendiner 2 Schlesinger	Feb 26,19
	Roterta Kaba	50938 —	- LaGuardia Med Grp	Har 25,19
	Vincent Cioffi	50773	hendiner & chlesinger	Apr 23,19
•	Victoria colding	50691	LaGuardia Hed Grp	
	Ola Carr	53677	workmens Circle Med	Feb 26,19
	Flaine Vasilskis	50464	LaGuardia Med Grp	Sep 25,19
	Sandra lowell	50455	Laduardia Med Grp	
	usan 7 Ladion	50261	LeCourdia Hed Grp	
	John Rearney Or.	52379	LaGuradia Med Grp	Apr 28,19
	Constance Bernard	51440	Upper Manh Med Grp	Apr 28,19

The following implicants have not completed their initiation fee. Those employed temporarily are in C-Po.

**	B: CXA	. 63.	24P
Beth ireuss	50887	Laduardia Hed Grp	5/2/73
Vera (verstreet - \	51083	LaGuardia Med Grp	10/15/73
Cileen Trahan	51336	Rudson Vitamin	11/7/73
Barbara Lynson	51388	Musson Vitamin	1/1/74
Francisco Fargas	51705	AY Hed Grp	1/8/74
Barbara Figueroa	52076	LaGuardia Med Grp	3/20/74
Nancy Iocco	52148	LaGuardia Hed Grp	7/15/74
Couglas Smith	52285	LaGuardia Med Grp	7/74
Rafaela Sermia	52452	Lindsay Lab.	7/1/7-
John Thomas	52757	LaGuardia Med Grp	10/74
Lorraine Scalisa	52779	LaGuardia Med Orp	1/27/75
Jacquelin Brooks	60163	Central Flushing Med	11/18/72

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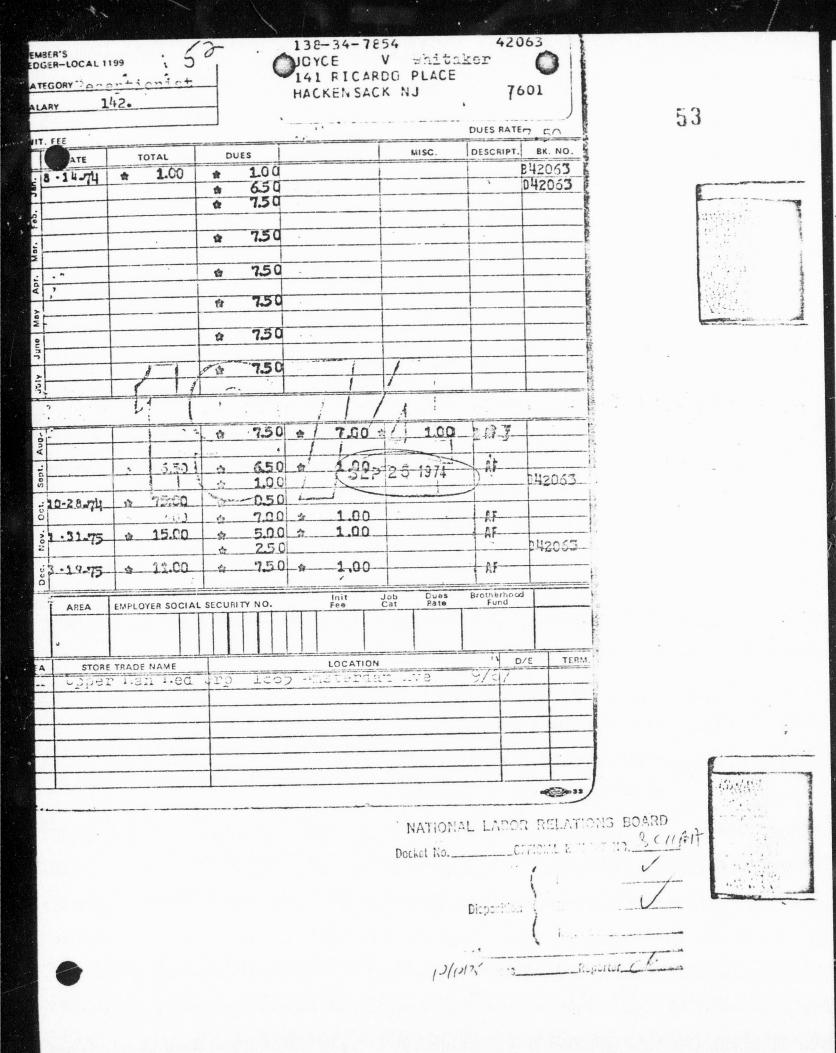
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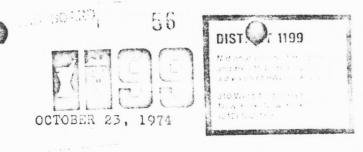
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Dear Member:

According to our records, you have failed to pay your monthly dues for at least three consecutive months.

You are, therefore, no longer a member of the Union in good standing. In this respect, we direct your attention to the Constitution of the Union for specific information.

You may reinstate yourself into good standing by paying in full your financial obligations to the Union.

Unless you do so within ten (10) days from the date of this letter, you will be dropped from membership.

Please contact the Finance Department if you wish further information, or have any question concerning your dues delinquency. Telephone 582-1890, Extension 231, or write to address listed above.

If you have been a member of the Union for at least one year, and have left the industry, you may apply for a withdrawal card. This card, which establishes inactive membership, is available upon payment of the annual fee stipulated for that Purpose by the Constitution.

Financial Secretary

NOTE:

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If you are reinstated to good standing in the Union but are not currently employed under a Union contract, you may make arrangements with the Direct Payment Department of the Benefit Plan to continue your hospitalization and surgical benefits on a Direct Payment basis, provided you apply within 45 days from last date of employment.

Fin. Dept. W/O 2057 7/74 --

Name and Address of Sender

Local 1199 310 W. 43 St. NYC 10036

Indicate type of mail:
REGISTERED C.O.D.
CERTIFIED

Affix stamp here if issued as certificate of mailing or for addition copies of this bill.

POSTMARK AND DATE OF RECEIPT

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NATIONAL LABOR RELATIONS BOARD

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DRUG DIVISION
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Respondent's Exhibit#5, Page3 of May 1975 Monthly Issue of 1199 NEWS

SOME 4,500 FROM 1199 JOIN LABOR MARCH

WASHINGTON, D.C. Some 4,500 National Hospital Union members participated April 26 in the biggest labor demonstration since the depression of the

Sixty thousand unionists massed at Robert F. Kennedy Memorial Stadium here at a "Jobs Now" rally sponsored by the Industrial Union Department of the AFL-CIO.

1930s.

The huge turnout was prompted by the nation's growing unemployment rate, conservatively estimated in March at 8.7 percent of the workforce.

More than 25,000 demonstrators marched 1½ miles from the Capitol to the stadium rally in a powerful demonstration of unity.

1199ers in the march carried blue and red placards demanding "Billions for Jobs, not War." The 1199ers marched with banners reading "Put America Back to Work," "No More Arms or Troops for Vietnam," and "Health Security for All." The 1199 contingent was one of the largest union turnouts in the demonstration.

The rally inside the stadium proved anticlimactic. A small minority of the demonstrators swarmed onto the field early in the program and so disrupted the meeting that it was halted before most of the scheduled speakers could be heard.

Efforts by Representatives Barbara Jordan of Texas and Bella Abzug of New York to restore order were ignored by the chanting and shouting disrupters. Among the scheduled speakers prevented from addressing the rally were Jerry Wurf, president of the American Federation of State, County and Municipal Employees; Glenn E. Watts, president of the Communication Workers; Jacob Sheinkman, secretary-treasurer of the Amalgamated Clothing Workers; Paul Jennings, president of the International Union of Electrical Workers; Peter Bommarito, president of the United Rubber Workers; Frederick O'Neal, president of the Associated Actors and Artists; Vernon Jordan of the National Urban League; and Senator Richard S. Schweiker, Republican of Pennsylvania. Senator Hubert Humphrey of Minnesota was prevented from concluding his speech by the demonstrators.

"The tremendous turnout at the rally demonstrates that working people are ready to unite to fight for jobs now," says National Hospital Union Pres. Leon Davis. "It's a shame that a small and vocal minority prevented the rally from moving ahead with the business of bringing people together on this issue."

Rally sponsors suggested that most of the disrupters represented radical political

groups rather than labor unions.

The IUD, which represents 52 national unions with a total membership of six million workers, distributed a program for ending unemployment at the rally. It called for a nationwide public works program, mass transit expansion, modernization of rail travel and reduced interest rates. The IUD statement also urged tax reform, improved unemployment compensation, more food stamps and a national health insurance program.

AFL-CIO Pres. George Meany rejected an invitation to speak at the rally.

The National Hospital Union turnout in Washington far exceeded original predictions. The total of 4,500 members included 3,500 from District 1199 in New York, New Jersey and Connecticut and another 1,000 who came by bus from cities such as Baltimore, Philadelphia, Boston, Rochester, Pittsburgh and State College, Pa. Many of these members traveled much of the night to be at the raily.

The District 1199 contingent filled two 14car railroad trains and 24 buses. Four bus loads came from Connecticut.

Photo above shows 1199ers parading down East Capitol Ave. in April 28 march in Washington

Respondent's Exhibit#6, Page 5 of April 1975 Monthly Issue of 1199 ***

1199 NEWS

April 197

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DELEGATES
MAP PROGRAM

See page 5

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Massive 1199 turnout expected at

MARCH ON WASHINGTON

A massive turnout of 1199ers was expected April 26 in a labor rally in Washington demanding action on the current economic crisis.

The raily is sponsored by the Industrial Union Department of the AFL-CIO. It was scheduled to be held in Robert F. Kennedy Stadium, a 53,000-seat arena in the nation's capital.

District 1199 participation in the march on Washington follows endorsement by the Executive Council and all three delegate assemblies last month of an economic policy statement that urged a Washington labor demonstration to demand action on the economy.

More than 2,000 members of District 1199 from New York, New Jersey and Connecticut are expected to attend the march. Additional hundreds of 1199ers from Mary-

land, Pennsylvania, Massachusetts and other states will also participate.

"The IUD ought to be congratulated for its initiative in sponsoring this raily," National Hospital Union Pres. Leon Davis said last month. "We hope it will provide the pressure on the President and Congress that is needed to get America back to work."

The IUD represents 52 national unions with a total membership of six million. Among them are most of the country's largest unions. Sponsors of the raily include the Steel, Electrical, Machinists, State, County and Municipal, Communications, Clothing, Textile, Rubber, and Oil and Chemical unions.

New York and New Jersey contingents in the march will assemble at the Capitol and walk a mile down Independence Ave. to RFK Stadium. An overflow crowd is expected. Speakers will include union leaders and members of Congress. Nationallyknown entertainers will perform.

The District 1199 Executive Council endorsed the raily March 21 and urged massive participation by 1199ers. Two trainloads of 1199ers were scheduled to leave New York's Penn Station early April 26, with a stop at Newark to pick up additional 1199ers from New Jersey. Price of round trip tickets was \$7.50 for 1199ers and \$10 for members of their families.

Additional travel arrangements were being planned late last month for 1199ers from Long Island, Connecticut, Pennsylvania, Massachusetts, Maryland and other regions. Already scheduled as this issue went to press were four busloads of 1199C members from Philadelphia, two busloads from Connecticut and a bus from Boston.

ROCHESTER, N.Y.
Two hundred and seventy-five campus employees of the University of
Rochester voted for National Hospital union representation March 6
by a margin of 145 to 91. Their action

unites them with the 900 mem-

VICTORY FOR 275 WORKERS IN

ROCHESTER NO

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CERTIFICATE

This is to certify that the attached proceedings before the NATIONAL LABOR RELATIONS BOARD for the 2nd REGION in the matter of:

UPPER MANHATTAN MEDICAL GROUP

were had as therein appears, and that this is the original transcript thereof for the files of the Board.

> C S A REPORTING CORPORATION OFFICIAL REPORTERS

By Clause half, Field Reporter

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BEFORE THE NATIONAL LABOR RELATIONS BOARD

2nd Region

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5	DISTRICT 1199, NATIONAL LUNON O	or opital	:
6	of ROSU, AFL-CIO (Upper Lanks Medical Group),		: Case No.
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<u>C O E T E E T E</u>

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7	Edward Bragg	120	
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PROCEEDINGS

JUDGE RIES: Will the parties please enter their appearances.

MR. COLLAZO: Your Honor, on behalf of the General Counsel, Ernest J. Collazo.

MR. TAUBER: On behalf of District 1199,
National Union of Hospital and Health Care Employees,
Sipser, Weinstock, Harper & Dorn, 380 Madison Avenue, New
York, New York by Jerome Tauber.

JUDGE RIES: Off the record.

(Discussion off the record.)

JUDGE RIES: Back on the record.

Mr. Tamber, you have a motion?

MR. TAUBER: Yes, at this time I would like to move to amend the answer so that we will admit to the allegations contained in Paragraphs 2 and 3 of the complaint, based on information given to us by the General Counsel.

JUDGE RIES: The motion to amend is granted.

Are there any other matters before we proceed with the taking of testimonh?

MR. COLLAZO: Yes, your Honor.

I'd like to introduce the formal papers into evidence at this time.

1	Will the reporter kindly mark this for identification
2	General Counsel's Exhibit No. 1A through K, please?
. 3	(Thereupon, the document referred
4	to marked General Counsel's Exhibi
5	1-A through 1-K for identification
6	MR. COLLAZO: Your Honor, the formal papers in this
7	proceeding have been marked for identification as General
8	Counsel's Exhibit 1A through K. Exhibit 1A being a descripti
9	of the documents contained therein.
10	I would like to offer this exhibit into evidence and
11	also note that it has been shown to Mr. Tauber.
12	JUDGE RIES: General Counsol's Emilibit No. 14 the
13	K is received.
1-3	MR. COLLAZO: I call to the stand Verneal Salters.
15	(General Counsel's Exhibit to.
16	evidence.
17	Thereuren,
13	VERNEAL SALTERS
10	was called as a witness and, having been first duly
20	sworn by Judge Ries, was examined and testified, on her
21	oath, as follows:
22	JUDGE RIES: Proceed, Mr. Collazo.
23	DIRECT EXAMINATION
21	Q (By Mr. Collazo) Please state your name and

		6
1	Q	Please state your name and address for the record?
2	Α	My name is Verneal Salters. I live at 1955 Second
3	Avenue	e, New York.
4	Q	Were you employed by the Upper Manhattan Medical
5	Group,	Ms. Salters?
6	Α	Yes, I was.
7	Q	Are you presently employed there now?
8	A	I am not.
9	Q	During what period of time were you employed at
10	the Up	per Manhattan Medical Group?
11	Λ	From September of 1969 to May the 28th of 1975.
12	Q	In what capacity were you employed there?
13	A	As a licensed practical nurse.
14	Q	Are licensed practical nurses as well as certain
15	other	employees represented by any labor organization?
16	Α	Yes.
17	Q	Would you please tell us which one?
18	A	local 1199.
19	Q	When did you join Local 1199?
20	A	In January of 1970.
21	Q	And do you know who Edward Bragg is?
22	A	Yes, I do.
23	Q	Please tell us who he is.
24	Α	He's one of the vice presidents of District 1199 and
25	also t	he union representative for the members of Upper

1	Manhattan Medical Group.
2	Q And during the course of your employment at Upper
3	Manhattan Medical Group were you ever involved in any of the
4	activities of District 1199?
5	A Yes.
6	Q Briefly tell us about that.
7	A I was on the Negotiating Committee on the contract
8	of 1972/1974, and I was on the Negotiating Committee for
9	the 1974/1975 contract.
10	Q And Miss Salters were you required to pay uninn
11	dues?
12	A Yes.
13	Q Would you please rell us how ruch?
14	A Seven dollars and fifty cents a month.
15	Q By what method did you pay your union dues?
16	A I took then down personally and paid it.
17	MR. TAUBER: I want to raise an objection
18	as to the question as to whether she paid union dues.
19	She hasn't established
20	JUDGE RIES: Is that an objection?
21	MR. TAUBER: The record will speak for
22	itself.
23	I will withdraw it.
24	MR. COLLAZO: Will the reporter kindly mark
25	for identification as Conoral Councille Exhibit 24 thought

JUDGE RIES: Exhibit 3A through 3E are
received.
(Thereupon, General Counsel's
Exhibits 3A through 3E previously
marked for identification, receive
in evidence.)
Q Miss Salters, when was the last time that you made
a dues paymentto District 1199?
A April 29, 1974,
Q Is that payment reflected in General Counsel's Exhibit
3.1.?
A Yes, it is.
Q And what period of time did that payment cover:
A It covered from May of 1972 through April of 1974.
Q Could you please explain to us from General Counsel's
Exhibit 3A, and 3B, how that payment was reflected?
A On April 29 I made a payment, \$28 was put in the
Total column and it was itemized in the Dues column, \$7.50
each.
Then it was carried over to December of 1973,
April 29th date was put there, and the date posted and
under Total was \$90, the dues payment column being \$7.50
each, listed, itemized.
Q Now, Miss Salters, in the document stamped the
year 19741973, that is General Counsel's Exhibit 2B

1	A Right.
2	Q is that correct?
3	A That's correct.
4	Q Continue, please.
5	A And 1972, April 29th, was also again posted
6	and the date posted and \$39.50 was the total that I maid
7	for my dues, and it was itemized in the dues checkoff
8	and then I paid a \$25 initiation fee, which also was posted
9	at that time.
10	Q Now, you want to take a look again at the document
11	stamped 1972, General Counsel's Exhibit 33 and please
12	tell us until what period of time that your payment on America
13	2: covered?
14	A From August of 1972 through December of 1972.
15	Q So, could you tell us again, for the purposes of
16	clarity, what period of time your Aril 29, 1974 dues
17	payment covered?
18	A It covered from August of 1972 through April of
19	1974.
20	Q Now, Miss Salters, prior to your April 29, 1975
21	payment, when was the next payment you made for union dues
22	MR. TAUBER: Your Honor, unless the witness
23	is testifying from her memory, it makes no sense for her to
24	simply read the contents of the documents.

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If the document is explained, so that we understant

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THE WITNESS: In may I made a payment of twenty dollars which covered the period of June and July, \$7.50 each.

Could you tell us what year you are referring to?

A 1972. May 19, 1972.

Before that I made a payment --

JUDGE RIES: That is all right. Wait for counsel to ask a question.

Q Looking at General Counsel's Exhibit 3B, does that refresh your recollection as to the payments you made prior to the payments made on May 19, 1972?

A Yes.

O Please tell us.

JUDGE RIES: Let's go off the record for a minute.

Off the record.

(Discussion off the record.)

JUDGE RIES: Back on the record.

Let me state for the record that for purposes of clarity counsel have agreed to defer until further in the proceedings an explanation of Miss Salters' dues payments as of andprior to April of 1974.

Miss Salters, during the course of your employemnt at Upper Manhattan Medical Group, have you ever been discharged for failure to pay dues?

I told him at that time that I would make arrangements to come down and pay, and I did that.

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terminated ..

JUDGE RIES: What was his position?

THE WITNESS: He was one of the vice presidents of

Local 1199 at that time, 1974; he was the union representative that was representing the Upper Manhattan Medical Group.

I came down and I made a hundred and eighty-some odd dollars, which covered the period from 1972 to 1974.

Q Were you ever warned during the year 1975 by any uninn official or representative of the consequences that would follow should you not pay your dues on time?

A Yes, I was.

O Tell us about that.

A In April, I believe, we had a ratification meeting at the union hall with Eddie Bragg, and he told us at that time, at the meeting he teld us—all the union members were present, Upper Manhattan Medical Group—and he told us had about the contract, that we had just settled, and that we would receive payments, our back—that the contract was settled from November of 1974 and that we would receive two increases.

Our back pay would be in two paychecks, which we would receive in May if the contract was accepted, which it was.

After the meeting was over, Eddie Bragg called meto the side and he told me that if I did not pay my dues that a letter would be sent to the job and have me terminated.

I told him at that time that I would come

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down and make a payment on May 30, before 12:00 Noon in full for all of my dues.

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He said okay.

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Q Could you please tell us where this meeting took place?

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A At the union hall, 1199 Union Hall, on 33rd Street.

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Q Do you recollect the date or the period of time when that meeting took place?

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A I believe it was the last Friday in April.

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Q Did you tell Mr. Bragg during that conversation why you would be paying your dues at the end of May, May but

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A Yes. I was in a vacation club that was handled

by one of the workers on the job, Eileen Wells, and and

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week we put so much money into this club and she was

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in charge of collecting it, and we would receive this

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money on May 29, May 30, you know, and I had said that

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I would be down before 12:00 Noon, on May 30 to pay it

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once I got this money from Mrs. Wells, so I can pay the

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dues in full.

Q After speaking with Mr. Bragg on that date, did

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you have occasion to speak to anyone else?

A Yes, I spoke with Eileen Wells to verify the fact

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that we would getithe money, so I could be sure to come down and pay it. Not to just pay it and not come

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down with the money.

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Q Bringing you back to the conversation that you had with Mr. Bragg, concerning what you just testified to, did he give a response to your statement that you would pay by the end of May?

A He said, yes, he'd wait until, you know, until May 30.

"Salters, if you don't have your money in by then, we're going to send in a letter."

Q Was anybody else present during this conversation between you and Mr. Bragg?

A No, he took me to the side of a dask in the office no one was at the desk except he and I.

Now, was there any other time in 1975 that a veries official or representative cautioned you or warned you about your failure to pay dues?

A Yes.

Q Could you please tell us about that incident?

A On several different occasions Eddie Bragg told me that I should pay my union dues, and this was during contract negotiations, I was in school at the time and we, each time we went to negotiating meetings half of the administration wasn't present, and time was just being wasted.

I went to school for four nights a week and Eddie Bragg used to threaten me that if I did not attend

these meetings, because he didn't want to go to the bargaining table with half a committee, that he would send the letter. So I cut a few classes, which was futile, so he wouldn't send the letter, because I did not have the money. What date --This was sometime between February and April, May, sometime between there. I don't know exactly which day. We had quite a few meetings in between there and it was sometime between February and May. JUDGE RIES: Let me see if I understand. You say that he insisted that you attend these meetings?

THE WITNESS: He said, "I'm not going to the collective bargaining table with half a committee. Everytime we go to the meeting someone has different things they have to do. If you feel that your school is more important than your job, then I'llsend a letter, but I am going to the collective bargaining table with a full committee."

So he said, "Salters, you either make up your mind what you are going to do if you don't decide I'm going to send a letter."

I called my school up and gave them different

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excuses, different times why I cut a class, because you are only allowed two cuts and I took more than two cuts.

JUDGE RIES: This is a letter to whom?

TE WITNESS: Send a letter to my employer that I was be hind in my dues so that I would be terminated if I did not attend these meetings.

JUDGE RIES: That happened on several different occasins?

THE WITNESS: Yes. But I can't just say which day and how many, but it was several.

Directing your attention to the contract ratification meeting that was held at the union office, was there anything said during that meeting concerning a back pay or retroactive pay?

A Yes, it was.

Please tell us what was said with respect to that?

A Eddie Bragg told us that we would receive two increases in pay and they would be made in two separate pay checks from our regular pay checks within the month of May, and overtime differential would be included in one of the two.

Q Do you recollect how much was to be given to you?

A We were to get two dollars a week for 13 weeks and then four dollars a week gor 26 weeks. With the overtime

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- Q How many payments?
- A Two separate payments in the month of May.
 - Q Do you recollect when was the first time that you received the first back pay payment?
 - A May 16 I received a back pay check for \$26, and May 23 I received another paycheck for \$32, and change.

 At that time when I received the paycheck I went down--
 - Q Which paycheck are you referring to?
 - A The second paycheck was on May 23rd for \$32 and some change, and when I received this paycheck I saw that the amount was insufficient. It was not according to the agreement.

So I went down to the front desk and I spoke to Miss Zenis Walker, who is the bookkeeper for Upper Manhattan Medical Group, and I asked her how come the money was not correct, and she said, "Salters, you are always starting trouble."

I said, "What do you mean, I'm always starting trouble? I'm down here questioning my paycheck. We have an agreement that this is now the moneys are apposed to be paid, and this is not how the money is being paid."

She said, "The lady said to pay it all in three paychecks, and that is what I am doing."

I said, "The lady can't decide how she wants

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As I was leaving the front desk, Mrs. Ceil King, who is the administrator of the Group, was coming, and she overheard the conversation and she said something to Mrs. Walker, I don't know exactly what she said, but I

us to be paid. So I am going to call the union about it."

heard my name and I was on my way upstairs.

At that time I called Eddie Bragg at the union and when I asked him, "Eddie, could you tell me how we were supposed to be paid? What was the agreement on the payment?

And he said, "I can't remember right now offhand."

I said, "Weren't we supposed to be paid in two paychecks?"

Then he said, "Hold on aminute, the telephone is ringing, Mrs. King is on the other line."

So I said, "She's calling you about the same thing I am calling you about. They're not paying what they're supposed to."

He got back to me in a few minutes, when he got back on the phone his tone was completely different.

He said, "Salters, you're always starting trouble. Why don't you just pay your dues and not cause trouble?"

I said, "Hey, this is not about dues, this is about back pay. I told you I'd be down on the 30th of

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I worked the 24th, which was a Saturday, and Sunday I was off; Monday was a holiday, was Memorial Day holiday, and I worked that Tuesday, which was the 27th. About 12:00 on Wednesday the 28th, Miss Cecil King, the administrator, came up to the second floor M R. COLLAZO: Would the reporter kindly mark this document for identification as General Counsel's CSA Reporting

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(Thereupon, the document referred to marked General Counsel's Exhibit 4 for identification.)

Q Miss Salters, I show you what has been marked for identification as General Counsel's Exhibit No. 4.

Would you please identify this document?

A This is on the letterhead of Upper Manhattan Medical Group from Miss Peggy Alsup.

This is the letter that Mrs. Ceil King gave me on May 28.

Q Is General Counsel's Exhibit No. 4 the original letter you received from Mrs. King?

A No, this is a copy of the original letter that I received.

Q Bo you know where the original letter is?

A I don't know what I did with it. I had it, and then
I brought it down when I came to the NLRB, they made a
copy, and I don't know what I did with the original.

Could you please read to us what that letter says,

JUDGE RIES: I don't think that is necessary.

MR. COLLAZO: Fine.

I'd like to offer it into evidence as General

MR. TAUBER: I have no objection.

JUDGE RIES: Received.

(Thereupon, the document previously marked General Counsel's Exhibit 4 for identification, received in evidence.)

Q After you received the letter, what did you do with what has been received into evidence as General Counsel's Exhibit No.4?

I called. I went home and I called the union and
I asked to speak to Mr. Phil Kamankawicz, who is a
vice president of Local District 1199, and when I spoke
to Mr. Kamankawicz I told him at that time, I said, "Mr.
Kamankawicz, could you speak to Eddie Bragg about the
arrangement, the agreement I had with him on my dues? I
made a verbal agreement with Eddie Bragg to come down Friday,
May 30 to pay my dues in full before 12:00 noon. He and
I had a difference of opinion and he sent a letter up here
for me to be terminated."

He said, "I don't know anything about it and I don't think we want you back in the union anymore."

And I said, "Why is this? Is this something personal towards Miss Salters, or is Miss Salters the only one behind in her dues that this is being done?"

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1	And he said, "Well, I don't know anything about
2	it, and I don't know where Eddie Bragg is."
3	And I said, "Well, I believe that you have
4	Eddie Bragg's home phone number. Could you get in contact
5	with him and call me back?"
6	And he said, "Okay, I'll call you back."
7	But he never did.
8	Q Please tell us what was the next step that you
9	took?
10	A Then I came down to the NATIONAL LABOR RELATIONS
11	BOARD.
12	Q On which day?
13	A On May 28, to find out my legal rights.
14	Q And thereafter?
15	A On May 29 Eddie Bragg called me up at home and he
16	said, "Miss Salters, did you want to speak to me?"
17	And I said, "No, I did not. I am waiting for M r.
18	Kamankawicz to call me."
19	And he said, "Well, Mr. Kamankawicz told me that
20	you wanted to speak to me."
21	I said, "I told Mr. Kamankawicz about our conversation
22	and he was supposed to get back in touch with me."
23	He said, "Well, the union doesn't want you back
24	in here anymore, and we're not going to take your money."
25	And I said, "Well, I'm going to come down and I am

1	going to try to make payment."
2	He said, "Salters, as long as you are a
3	practical nurse and if you ever become a registered nurse,
4	you'll never work again in New York City."
5	So I said, "Hey, are you that powerful?"
6	He said, "As long as you owe union money, you'll
7	never work."
8	So I said, "Make up your mind. Do you want
9	my money or don't you want my money?"
10	And he said, "Miss Salters, go to hell."
11	And he hung up and I said, "Touche."
12	Did youmake any attempt to pay your dues
13	on May 30, 1975?
14	A Yes, I did.
15	Q Please tell us what happened?
16	A I went down to the union hall at about ten o'clock
17	and I went to the Finance Department and I spoke with a
18	Miss Lawson and I told her "My name is Miss Salters, and
19	I was coming here to pay my dues."
20	She pulled my card and on the card was attached
21	a note signed by Eddie Bragg stating not to accept my
22	dues.
23	She asked me would I have a seat, which I
24	did.
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CSA Reporting

She said she had to speak to her supervisor.

After waiting a while Eddie Bragg came up to the Finance Department and said, "I'm just a mere figurehead. I have nothing to do with Miss Salters' dues. If it's to be accepted you have to clear it with Mr. Kamankawicz."

Then he just left the Finance Department.

I waited a few minutes or more. No one came over to say anything to me, so I went to Miss Lawson and I asked her what was the delay.

She spoke to her supervisor, a lady named Miss Auston (phonetic spelling), and Miss Auston said for me to go down to the eighth floor to speak to Mr. Kamankawicz, that he would see me.

Before I left the Finance Department I asked a young lady would she show me this letter that was attached to the card so I could see who signed it.

She showed it to me and it was signed by Eddie Bragg.

I asked her would she give me an itemized amount of how much my dues was, because I didn't know exactly, and she gave me an itemized amount for \$125.

I left the Finance Department and went to the eighth floor and I spoke to a Mrs.Mickens, who is, I believe, Mr. Kamankawiz' secretary, and I told her that I was there to see Mr. Kamankawicz.

She said M r. Kamankawicz was in a meeting.

1	I said, "I believe he is expecting me."
2	So, she said, "Just a minute."
3	And she went into a door and she came back
4	and just went on about her business and she didn't say
5	anything to me.
6	So I said, "Is Mr. Kamankawicz going to see
7	me?"
8	And she said, "Mr. Kamankawicz is not going
9	to see you at all today or any other day."
10	So I just left.
11	Q Miss Salters, did you participate, did you go to
12	Washington, D. C. to participate in a march?
13	A Yes, I did.
14	Q And could you tell us how you came to participate
15	in that march and tell us when that ook place, to the best
16	of your recollection?
17	A I think the march on Washington was in May, I don't
18	remember exactly when, and I went with Local District 1199.
19	JUDGE RIES: May of what year?
20	THE WITNESS: 1975.
21	Q Did you engage in a conversation with Mr. Bragg
22	on that train on its way down to Washington?
23	A Yes, I did.
24	Q Do you recollect the nature of the conversation
25	you had with Mr. Bragg?

.	CO CO
1	A No, I don't.
2	I know we just He sat next to me on the
3	seat and we just had conversations, just regular friendly
4	conversations.
5	I don't remember what it was about offhand.
6	I couldn't remember anything that we spoke about.
7	MR. COLLAZO: Okay, thank you.
8	Your witness.
9	CROSS EXAMINATION
10	Q (By Mr. Tauber) When did you first go to work
11	in Upper Manhattan Medical Group?
12	A 1969.
13	Q When did you join District 1199?
14	A January of 1970.
15	Q When you joined, did you have to pay any initiation
16	fee?
17	A Yes.
18	Q You had to pay your dues?
19	A Yes.
20	Q How often were you told you had to pay your dues?
21	A They didn't say. No one said how often you were
22	supposed to pay.
23	Q How much were the dues?
24	A Seven dollars and fifty cents.

At the time you joined it was \$6.50 per month?

1	A Yes.
2	Q You were told the dues were \$6.50 a month?
3	A Yes.
4	Q And were you told how to go about and pay your dues?
5	A Well, I was given some envelopes and they said that
6	you can mail them in.
7	Q And did they tell you when you were to mail them in?
8	A No, they did not.
9	Q Now, in 1970, were you ever warned by anyone from the
10	uninn that you had to pay your dues regularly?
11	A No, I was not.
12	Q Do you recall receiving a letter from the union
13	stating that you were in arrears of your dues and if you
14	did not pay on time you would suffer the consequences?
15	A No, I never received a letter from the union.
16	Q At the time you joined the union, were you given
17	a card of this (indicating) nature?
18	A Yes, I was.
19	Q And the cards you are referring to are the ones
20	that were introduced as General Counsel's Exhibit 3A through
21	E; is that correct?
22	A Yes, I was.
23	Q And in 1969, you were given the card marked as
24	Exhibit 3A; is that correct?

I was given the exhibit marked 3E.

- 83 1 Q I'm sorry. 3E. 2 Were you told what to do with Exhibit 3E? 3 No, it was just my receipt. 4 Well, what did they tell you to do with that booklet? They didn't tell me anything. They just gave it to 6 me as my receipt. Did you ever pay your dues in 1969? I paid my dues and my initiation fee in January of 9 1970. 10 And at that time what did you do with your booklet? 11 I put it in a drawer. 12 Did you give it to someone at that union to stamp? 13 No; they gave it to me. I mailed them the money 14 and they gave me the booklet. 15 And it was stamped? 16 Just as it is now. 17 0 And did anyone instruct you what to do from there 18 on? 19 They gave me some envelopes and they told me to 20 mail my payment in the envelopes. 21 Did they tell you how often? Q No, they did not. A 22
 - Q Andwere you familiar with the important -- Let me

Did you ever read your booklet?

Q

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Yes, I read the back of the booklet.

direct your attention to the information on General Counsel's Exhibit 3D, 1971; I direct your attention to the portion on the back that says, "Important Regulations."

You read those?

A Yes.

And you are familiar with them?

A Somewhat.

You understood what they meant?

Yes, I did.

Didyou ever pay your initiation fee-- After the first time you paid it, did you ever pay another initiation fee?

Yes. I paid several mitiation fees.

Why was that?

Because that was the only penalty on the back of the important regulations that were stipulated for nonpayment of delinquency of your dues payments.

So you realized you were delinquent; isn't that correct?

Yes, I did.

You knew that as a consequence of your delinquency that at least you would have to pay a new initiation fee?

Yes, I did.

How long do you have to be in arrears before you become a delinquent member? If you know, without referring

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1	to that document?
2	A I do not know. I don't know offhand.
3	Q Did you not know that on at least three occasions
4	you were delinquent and had to pay additional initiation
5	fees? As a consequence. Is that correct?
6	A I guess so.
7	Q You did know then that your dues were required to be
8	paid every month, didn't you?
9	A According to the important regulations on the back
10	it says my dues were to be paid every month.
11	O Didyou know that that in fact was de case?
12	A According to the important regulations on the back
13	that is what it stated.
14	Q I know what the important regulations state. I am
15	asking you if you knew that that was indeed the policy that
16	you had to pay?
17	A No, I did not know this, because it was not enforced.
18	JUDGE RIES: Off the record.
19	(Whereupon, a short recess was taken.)
20	JUDGE RIES: Back on the record.
21	Q (By Mr. Tauber) Miss Salters, other than having
22	to pay new initiation fees, as a reuslt of your delinquency,
23	did you also have to, on occasion, pay an arrears fee?
24	A No; never made an arrears fee.
25	Q You never paid an arrears fee?

CSA Reporting

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1	Q Do you recall in March of 1970 appearing to the
2	District 1199 Area Council because you had to pay a new
3	initiation fee and an arrears fee?
4	A No.
5	Q Do you recall getting a letter to appear at a
6	Council hearing on your appeal?
7	A No.
8	Q Do you recall on July Strike that.
9	Do you recall on May 27, 1970, receiving a
10	warning notice from the union about your arrears?
11	A I've never received a letter from the union about
12	my arrears.
13	Q Your address is 1955 Second Avenue, New York, New
14	York?
15	A My address is 1955 Second Avenue.
16	Q When was the first time you were warnedstrike
17	that.
18	When was the first time that you were requested
19	by any official of the union to pay your dues?
20	A In January of 1970.
21	Q And after then when was the next time?
22	A When Carl Rath told me in 1974 that I would be
23	terminated if I did not pay my des. That was the second
24	time I was requested by a member of the union.
25	
	Q Were you ever told by a delegate?

	92
1	A Yes, I was.
2	Q When did the delegate tell you?
3	A I don't remember offhand when it was; but I was told
4	Q On how many occasions did the delegate tell you
5	you had to pay your dues?
6	A I dnn't remember, but on several occasions.
7	Q And, what exactly did Carl Rath tell you, if you
8	recall, in 1974?
9	A It was after the signing of our contract and he
10	said, "Salters, everybody who has not paid their dues or
11	has not made arrangements to come down to the union to pay
12	their dues, will get a letter."
13	And I told him I will be down to pay my dues in
14	full the last week in April.
15	Q He just said a letter?
16	A He said a letter will be sent to your employer for your
17	termination.
18	Q So in 1974 you were told by Carl Rath that if you
19	didn't pay your dues a letter would be sent to your
20	employer requesting that you be discharged; is that correct?
21	A That's correct.
22	Q What else did he say to you?

A He said no more. I told him I would be down there the last week in April to pay my dues in full for 1972, 1973, 1974, which I did.

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1	I came the last week in April. I told him
2	I'll come down and pay it, and he said, okay, "If you
3	don't come, you will get a letter."
4	And I was there and I paid it in full.
5	Q When were the contract ratification meetings
6	for the most current contract?
7	A When was it?
8	Q Yes.
9	A I believe it was April 25, I guess. The last week
10	in April.
11	Q When were the contract negotiations?
12	A It started, I believe, in December, and Eddie Bragg
13	got sick and then it was postponed until he got well.
14	Q There were no negotiations conducted in May, though,
15	that you attended; is that correct?
16	A I attended all of the
17	Q No, in May of 1975, there were no negotiations
18	after the contract had been ratified?
19	A No, as far as I can recall.
20	Q Now you say at the ratification meeting you had
21	a conversation with Eddie Bragg regarding your dues; is that
22	correct?
23	A That is correct.
24	Q And what did Mr. Bragg tell you at that time?
25	A He said, "Salters, if you don't pay your dues, I am
	, , or con c pay your dues, 1 am

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going to have to send a letter to Upper Manhattan to have you terminated."

And I told him, "I'll be down to pay my dues in full May 30 before 12:00 noon."

And he said, "Okay."

Q Is that the first time Mr. Bragg had spoken to you about your dues?

A No, it was not the first time he spoke to me about my dues.

Q Prior to that occasion, when had he spoken to you?

A I don't remember exactly which days, but he spoke to me on several different occasions during negotiations about my dues.

I cannot remember day for day which day it was which month it was, but it was on several different occasions while we were negotiating, and moreso in the latter months.

Q Now, there came a time when you had a conversation with Mr. Bragg about retroactive overtime; is that correct?

A Yes.

Q And you had called Mr. Bragg; is that correct?

A Yes.

What exactly did you tell him?

When he got on the phone he said--

MR. COLLAZO: Objection, your Honor, this

1	evidence is already on the record as to what Mr. Bragg
2	JUDGE RIES: Well, this is cross examination.
3	Q What exactly did you tell him?
4	A I said, "Eduie, would you tell me how we're supposed
5	to be paid back pay increase, you know?"
6	He said, "Offhand, I don't remember."
7	I said, "Wasn't it supposed to be in two
8	payments?"
9	Then he said, "Just a minute, Miss King is
10	on the other line."
11	I said, "Well, she's calling you in reference
12	about this back pay."
13	And he said, "I'll get back to you in a
14	few minutes."
15	Q And when he got back to you what did you say to him
16	and what did he say to you?
17	A His tone of voice changed, and he said, "Salters,
18	you're always starting trouble. When you got your first
19	back pay you didn't come down to make any arrangements to
20	pay your dues. Now, you're starting trouble."
21	I said, "This is not about dues, this is about
22	back pay."
23	He said, "Just pay your dues and don't cause
24	any trouble."
25	I said, "I'm not causing any trouble, Eddie,
	그는 사람들은 사람들이 있는 것 같은 사람들은 사람들이 가장 사람들이 가장 하는 사람들이 가장 하는 것이 되었다. 그렇게 되었다면 살아내는 것이 없는 것이었다면 없는 것이 없는 것이 없는 것이었다면 없는 것이 없는 것이었다면 없는데 없어요. 없는 것이었다면 없는 것이었다면 없는데 없는데 없어요. 없는데 없는데 없어요. 없어요. 없어요. 없어요. 없어요. 없어요. 없어요. 없어요.

1 I'm talking to you about what was settled at the negotiating 2 table, what was put into the agreement." 3 He said, "Just pay your dues, or else we're going to send a letter up there and have you fired." 4 5 I said, "Don't threaten me." 6 He said, "If you don't pay your dues, I am going send a letter to have you fired." 8 I said, "I toldyou I'd be down May 30 to pay 9 my dues and that is when I will pay them." 10 He said, "If you don't pay your dues, I am going 11 to send a letter." 12 I said, "Don't threaten me. If you want to 13 send a letter, go ahead." 14 I said, "Send the fucker." And I hung up on 15 him. 16 Q Now Mr. Bragg said to you, you got your first 17 retroactive payment and you still haven't paid your dues, 18 in that conversation; is that correct? 19 Yes. He did. 20 Q Didn't you in fact promise M r. Bragg that as soon as 21 you got your first retroactive pyment you were going to 22 pay your dues? A I promised Mr. Bragg that I would pay my dues 23 in full on May 30 before 12:00 noon. 24 Q You never told Mr. Bragg that when you get your first 25

retroactive payment you are going to come down and pay
your dues?
A No, I never told Mr. Bragg that when I got my first
retroactive payment I was going to pay my dues.
I told him I was going to come down and pay
my dues in full on May 30.
Q When you spoke to Mr. Bragg, what date was this?
Do you recall the date of the phone conversation?
A Yes. It was May 23.
Q. How do you know it was May 23rd?
A Because it was the day I got my second pay for
\$32.
Q The day you got your second retroactive pay?
A Right; for \$32, and the agreement was \$52.
Q Did Mr. Pragg say to you in fact, "Miss Salters,
you shouldn't be worried about what's happening at the
home, because you haven't paid your dues and you had better
pay your dues because I am going to have to send that letter
out."
Wasn't that really what he meant?
A I don't know what he meant, but I know what he
said.
Q Let us take it again. What did he say?
A
A He said, "Salters, stop starting trouble, You

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I said, "Eddie Bragg, I told you I'd be down

He said, "If you don't make a payment, we're going

I said, "Don't threaten me with a letter. If

come down and make any payments, and you have your second

to pay you in full on May 30th, and that's when I'll be

you want to send a letter send the fucker," and I hung

pay and you still haven't made any arrangements."

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there."

to send a letter."

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Q During that conversation he said you'd better
pay your dues or "we're going to send a letter out"?

A Yes, he threatened me that if I didn't pay my dues
he would send the letter and I hung up on him.

What did he say about that?

Q Didn't he in fact say you had your retroactive pay and you still did not pay your dues?

A I told him that I would be down on May 30th like I had promised him on the 25th, and that's the day that I went down to pay him, pay the union in full.

MR. TAUBER: No further questions.

EXAMINATION

Q (By Judge Ries) Miss Salters, the explanation of the May 30th date as the date that you would, that you intended to pay, was because there was a vacation fund?

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A Yes.

Into which you had been paying?

Yes, and I would receive that money on the 30th and I told him that I would be down before this - I don't start work until 11:00 o'clock, from 11:00 to 7:00, so I had planned on going down, paying it, and coming right on to work, you know; that's why I said I would be there before 12:00 noon.

You could not withdraw the money from the fund prior to May 30?

A No. I think all the employees gave their money to one co-worker, a Mrs. Wells, and she deposited it like a group thing, and at the end of the vacation club period, it ended the last week in May, May 30th.

So that meant that we all got our moneys, she gave you back the money with the interest that it got, the interest was broken down and everybody got X amount of money.

Q So the group was set up on a basis, but you would not receive the distribution of your savings from the vacation fund until the day of May 30?

That is correct.

Q Now, when you had the conversation with Mr. Bragg and he said something about you've already received your first retreactive paycheck, and you didn't pay any dues, and you say that you said, to him, something about the

1	arrangement that you had previously made with him about
2	paying on May 30, what did he say to you when you mentioned
3	that prior arrangement?
4	A He did not even speak on it.
5	Q He said nothing when you said, "Well, Eddie, you told
6	me that I could pay on the 30th"?
7	He did not respond to that?
8	A Well, the tone of voice was not that congenial.
9	Q I see.
10	A And, like he was hollering and I was hollering and
11	he said, when I told him I'd pay him on the 30th, he said,
12	"You got your money and you didn't make any arrangements."
13	and I said, "I told you I'd come down." He never related
14	back to that conversation and I just hung up on him.
15	I was saying one thing and he was saying
16	another thing, so I just hung up.
17	JUDGE RIES: Any redirect?
18	MR. COLLAZO: No, your Honor.
19	JUDGE RIES: Mr. Tauber?
20	FURTHER CROSS EXAMINATION
21	Q (By Mr. Tauber) Does the vacation fund have anything
22	to do with the union?
23	A No.
24	Q The union knows nothing about it?
25	A No.

1	Q This was just something among the employees?
2	A Right.
3	Q All the employees involved or just some of them?
4	A Just some, whoever wanted to get into the club.
5	Q The union knew nothing about this? Or nothing to
6	do with it; is that correct?
7	A Nothing to do with it.
8	Q Explain how the vacation club worked?
9	A You pur in five dollars, you put in ten dollars,
10	whatever amount you wanted to put in, you put in. It went
11	from January to May, and at the end of May you would get
12	your money back.
13	Q How much had you deposited into this fund?
14	A A hundred and twenty-five, exactly what I got back.
15	Q You made a deposit in January?
16	A I did not make deposit each and every week. I made
17	them, you know, every now and then; I missed and then I
18	made some.
19	Q Over this period of time you had deposited some
20	\$125 into this vacation club; is that correct?
21	A Yes, I did; I was depositing it for my dues because
22	I knew I had to pay them.
23	Q Youwere depositing where?
24	A In this vacation club, because I knew I had
25	Q You are putting money into your vacation club for your

1	dues; is that correct?
2	A Right.
3	Q Instead of putting them into your dues account?
4	A You want me to explain that?
5	Q No. I am asking you is that correct, rather than
6	A I was putting money into this vacation club because
7	I had to pay a \$25 initiation fee. I did not have \$25
8	for the initiation fee. I didn't have the money to pay
9	so I figured if I got it all together in one lump sum, and
10	since Eddie Bragg told me he would hold off in sending the
11	letter, so I figured if I got the money together by May
12	30 I would pay them in full, like I always do.
13	I never mid them in dribs and drabs, I always
14	paid for my whole year in full.
15	I go down there with X amount of money to pay
16	them in full.
17	Q Did Mr. Bragg in fact ask you to come up and make
18	arrangements
19	A No, he never did.
20	Q You know the union did allow arrangements, though?
21	A I don't know, no one ever told me.
22	Q Who administered the vacation club?
23	A I beg your pardon?
24	Q Who administered the vacation club?
25	A You mean who
I	Ida mean who

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	Q Who did you give the money to?
2	A Eileen Wells.
3	Q And what did she do with this money?
4	A Put it in the bank.
5	Q What kind of account?
6	A I have no idea, sir, what kind of account it was.
7	I just gave her the money.
8	If she didn't even put it in the bank, I would not
9	know.
10	Q What date did you get your first retroactive
11	payment?
12	A May 16.
13	Q What date did you get your second retreactive
14	payment?
15	A May 23rd.
16	Q And how much did that amount to?
17	and the time and the to.
18	A The first check was for \$26, and the second check was for \$32 and change.
19	
20	, somey in your vacation fund
21	all at once or had you been making deposits since
22	January?
23	A I was making deposits since January, and, you know,
	small payments.
24	MR. TAUBER: I have no further questions,
25	your Honor.

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1	JUDGE RIES: You expected to get the money
2	from the vacation fund on what day?
3	THE WITNESS: May 30.
4	JUDGE RIES: At what time?
5	THE WITNESS: She said we would have it
6	before maybe May 29th, but definitely by May 30th.
7	She told me I could pick it up at nine o'clock.
8	JUDGE RIES: You were going to go to work
9	and go to the union?
10	THE WITNESS: Yes.
11	JUDGE RIES: And your hours started when?
12	THE WITNESS: 11:00 to 7:00.
13	JUDGE RIES: Anything else, gentlemen?
14	MR. COLLAZO: No.
15	MR. TA ER: No.
16	JUDGE RIES: Miss Salters, you are excused.
17	(WITNESS EXCUSED.)
18	JUDGE RIES: We will break for lunch until
19	a quarter of 2:00.
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1	dues, something to that effect; is that not correct?
2	A He might have.
3	I don't remember.
4	Q Do you recall giving a statement to the National
5	Labor Relations Board on June 4th, 1975?
6	A Yes, I do.
7	O And was the statement you gave to the Board accurate
8	when made?
9	A As far as my knowledge, it was accurate.
10	And did you state to the Board at that time
11	Kemenkowitz pointed out that I had been Encountly late
12	on as dues payments and I said I was aware of this, and
13	was hoppy that the new contract contained a dues defination
14	clause?
15	A Yes, I did.
16	o okav.
17	Do you recall whether the statement you gave to the
18	Board contained any reference to the vacation fund?
19	A No, it did not.
20	MR. TAUBER: I have
21	O Oneother question.
22	You had testified earlier that you went on a
23	trip with District 1199 to Washington; is that correct?
24	A Yes.
25	Q And that in fact you sat next to Eddie Bragg on that

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Mr. Collazo.

MR. COLLAZO: I'd like to call to the stand Cocilya King.

JUDGE REIS: Would you face me and raise your right hand, please?

Whereupon,

GECILY KING.

was called as a witness, having been duly sworn, testified as follows:

JUDGE ATIS: Be seated.

DIPPOT FXACTATION

- (By Mr. College) Mease state your name and
- A Decilya King, 80 Diverdale Avenue, Yorkers, 1-
- Q Where are you presently employed, Miss King?
- A Upper Manhattan Medical Group.
- And in what capacity are you so coployed?
- A Administrator.
- Q For how long a period of time have you been employed at the Upper Menhattan Medical Group?
- A 20 years.
- O And would you please tell us some of the positions you have occupied with the Upper Manhattan Medical Group?
- A I was first employed as bookkeeper, then I was a junior accountant, and now I'm the administrator.

	are certain of your employees represented by any
2	collective by any labor organization?
3	A Yes.
4	There is a group represented by Local 1199.
5	? Do you know Verneal Salters?
6	A Yes, I do.
7	Q In what regard do youknow her?
8	A I know her as a licensed practical nurse at the Upoc
9	Menhattan Medical Group.
10	Q Is she currently employed at the Upper Manhattan
11	Madical Group?
12	A No, she is not.
13	Fould you placed tell us why she is not england
14	there?
15	A All right, in accordance with the union contract
16	1199 requested her discharged due to non-payment of
17	dues, and the Upper Manhattan Medical Group had the contrac
18	with the 1199, followed it, discharged her.
19	O I see.
20	Was there any other reason for his discharge?
21	A No.
22	O Tell us, Miss King, aside from Verneal Salters, to
23	your knowledge, has any employee of Upper Manhattan Medica
24	Group who was a member of the bargaining unit represented
25	by Local 1199 ever been discharged for failure to pay
- 11	

dues or failure to pay dues say during the past five 1 2 calendar years? 3 No. To your knowledge, during the same past five calendar years, this is inclusive of 1975 -- is your enswer 5 still the same? 6 'y answer is still the same, no. 7 O Has District 1199 ever requested thatany employee be 8 discharged because of a failure to pay dues or because 9 an individual is not a member in good standing of a union? 10 Not to my knowledge. MR. COLLAZO; I have no Surther questions of this Witness at this time. CROSS FXAMINATION O (By Mr. Tauber) Miss King, are you personally familiar with the dues records of individual employees? A No, not personally. Q So you'd have no way of knowing whether ornot there had been an employee in the past who had the sort of delinquency problem that Mrs. Salters had; is that correct? No, I would not know. MR. TAUBER: I have no other questions. (By Judge Reis) Mrs. King, has there been, to

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your knowledge, instance -- any instance since 1970 and up to

date a provision in the collective bargaining agreements 1 between the union and the -- and your employer which 2 required employees to become members of the union? 3 Yes. We have always had that. 5 They have to become members of the union after a 6 certain period of time. 7 And to stay in good standing. 8 JUDGF REIS: Thank you very much. 9 MR. COLLAZO: One further question if I may, Your 10 Honor. 11 JUDGE REIS: Yes. 12 (By Pr. Collazo) Do youhave in your employee 13 an individual at thistime by the name of Joyce Johnson? 14 A Yes. 15 Joyce Johnson is also known as Joyce Whitaker. 16 17 Also known as Joyce Whitsher? 18 A Right. MR. COLLAZO: Thank you very much. 19 JUDGE RFIS: You're excused. 20 (Witness excused) MR. COLLAZO: I'd like to now call to the stand, YourHonor, Miss Wells, Eileen Wells. JUDGF RFIS: Raise your righthand.

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110 Whereupon, 1 EILEEN WELLS. 2 was called as a witness, having been duly sworn, testified 3 as follows: 4 DIRECT EXAMINATION 5 (By Mr. Collazo) Miss Welk, please state your 6 name and address for the record. 7 Fileen Wells, 4150 Barns Avenue, Bronx, New York. A 8 Where areyou currently employed? 0 9 Upper Manhattan Medical Group. 10 And how long have you been caploved at the loser 11 Manhattan Medical Group? 12 Fight years going on nice. 13 And in what capacity are you now employed? 14 X-ray technician. 15 Areyou familiar with something called the guote, un-16 quote vacation club among the employees at the Upper Menhore 17 Medical Group? 18 I am. 19 Would you please explain to us what the club is 20 21

and how it came into existance and your role in that club, please?

It's just -- we collect money every Friday.

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You put in no less than five, and you get out what you put in.

111 It started the -- the first one started in January 1 2 of last year -- no, this year, and it ran until May of 3 this year. And we stopped and we started again this year, which 4 will run until May of next year. 5 O Now, what time in May of 1975 was this vacation club 6 to end, the beginning --7 8 MR. TAUBER: I object. 9 MR. COLLAZO: I'll strike. 10 Q Well, at what time in May was this club, the vacation 11 club supposed to have run? 12 It ran until the last Friday of May. 13 And was this the first the -- did you ever have a vacation club in existance at Upper Medical Manhattan 14 15 prior to 1975? 16 No, not tomy knowledge. 17 Then did the second so-called vacation club begin again? 19 September this year. 20 It's to run until when? 0 Last Friday in May of next year. A Did you hold any position in this vacation club?

I did the collecting. A

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Was Verneal Salters a participating member of this vacation club?

	A Of this year?
:	Q The club which existed from Januar, 1975, until the
3	and af 10 1075 a
4	A She was.
5	O Must all employees of Upper Medical Manhattan and
6	Upper Manhattan Medical Group have to join this club?
7	A No.
8	Only those that want to.
9	Q Tel 1 me, Miss Well, s did you participate in a March on
10	The bisses
11	A I did.
12	and; do you recollect during what period of rise this
13	March took place?
14	I don't remember the month, but I know it was the
15	time all the unions went to Washington marching.
16	O You have any idea whether was it in 1975?
17	A. This year, yes.
18	Q Do you have any recollection at allduring what month
19	or what series ofmonths it may have taken place?
20	A I don't remember what month it was, no.
21	O How did you reach Washington D.C.?
22	A By train.
23	And during this trip to Washington D.C., did you
24	have occasion to be present at a conversation that took
25	place between Verneal Salters and Edward Exeq?

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1	A I believe it was the 25th.	
2	I'm not sure I'm not too sure of the at the	
3	ratification meeting, whatever date that was.	
4	Q That's when you told him about the holiday fund; is	5
5	that correct?	
6	A That's correct.	
7	MR. TAUBER: I have no further questions.	
8	MR. COLLAZO: I have no questions, YourHonor.	
9	JUDGE RIES: You're excused again, Miss Salters.	
10	(Witness excused)	
11	MR. TAUBER: I call at this time Mr. Edward Brown.	
12	Whereupon,	
13	EDWARD DRAMG	
14	was called as a witness, having been duly sworn, testifie	d
15	as follows:	
16	DIRECT EKAMINATION	
17	0 (By Mr. Tauber) Would you state your name for	
18	the record, please?	
19	A My name is Edward R. Bragg.	
20	Q Mr. Bragg, where are you employed?	
21	A District 1199.	
22	Q And in what capacity are you employed the re?	
23	A Vice president of the district.	
24	Q When were you first employed by District 1199?	
25	A 1960.	

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MR. TAUBER: There are going to be, I presume that the burden is on the Board to establish its case, and I am certain an aspect of the case is going to come out through the testimony they're going to adduce through Mrs. Austin and I would like Mr. Bragg to have an opportunity to respond to the General Counsel's case as we should have the right to.

The agreement that I call Miss Austin was for the convenience of General Counsel since they're not as familiar with the records as I was to first establish the procedure of dues payment.

JUDGE RIES: All right.

Then if you have no objection, Mr. Collazo ---

MR. COLLAZO: I have no objection.

JUDGE RIES: All right.

(Witness temporarily excused)

MARY AUSTIN,

was called as a witness, having been duly sworn, tesitfied as follows:

DIRECT EXAMINATION

Q (By Mr. Tauber) Whatis your name?

A Mary Austin.

Whereupon,

Miss Austin, where are you currently employed?

National Union Hospital and Health Care Employees,

Where were you first employed there?

October 27, 1950.

And have you been employed there continuously?

What's your job at District 1199?

I'm supervisor of the finance department, collection

of all dues of the National Union.

And how long have you had that title?

As supervisor, about 20.

20 years or so.

-Would you briefly describe what your job duties and responsibilities are?

I supervise the collection and recording of all the dues of the National Union, that's since 1974 when the National Union records -- April of 1974 when it became National Union.

Prior to that, Local 1199 in the drug division.

Now, does the union have a procedure for recording and collecting dues for persons whose dues are not -members whose dues are not checked off by the employer?

A Yes.

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Would you describe that procedure?

In the drug division, we have two means of recording dues.

In the drug division, it's through a NCR machine, 1 and those ledger cards are used to record on a NCR 2 macine. 3 In the hospital division, on computer. By those ledger cards, you mean such cards as General 5 Counsel introduced as Exhibit Two, I believe? 6 Right. What is the drug division? 8 The drug division is all the pharmacies, HIP groups, 9 and some laboratories that we have, is comprised of the drug 10 division, which is part of the District 1199. 11 What other divisions are there? 12 The hospital division and the quild division and the 13 National Union itself. 14 And what is the jurisdiction of the hospital 15 division? 16 ONly the hospitals, only hospitals. 17 And is there any -- do members who are in the 18 hospital division pay dues directly to the union? 19 A 99 percent are checked off. 20 And within the guild division? 0 21 Same thing. A What's the jurisdiction of the guild division? 0 23 all the technical, clerical, LPNs, registered nurses 24 that are employed in hospitals.

CSA Reporting

1	Q Now, getting back to the drug division, by what mean
2	may a member pay his dues or her dues?
3	A Mainly directly, directly at the window, dues
4	window at the office, by mail or somebody could bring it
5	for them.
6	But and they have to bring the membership
7	book.
8	And it's recorded in the membership book.
9	Q If a member paid directly, how would htat work?
10	A Came up in person?
11	Q Yes.
12	A Come up to the window, present the book, the ledger
13	card would be pulled, it would be it would be determined
14	what the member owes, if he was paid for the current
15	month, was not paying for the current month, and was told
16	the amount of money that was due, and then was rung up
17	on the machine and it's receipted simultaneously.
18	Q By the book, you're referring to an item such as
19	General Counsel's Exhibit Three?
20	(Handing document to witness)
21	A Yes.
22	Q Now, I'm going to show you General Counsel's
23	Exhibit for the year 1970, which is, I believe the ledger
24	card of Verneal Salters 1970, I believe that's Two-D,
	is it?

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24 25 JUDGE RIES: That's okay.

(Continuing by Mr. Tauber) All right.

now, looking at the column marked "MISC," which, I presume is Miscellaneous, there is an indication in red, a stamp date May 27th, 1970.

What does that indicate?

We are responsible, and I have to supervise the responsibility that every month after the 20th of the month all these cards, the entire membership, are checked to see if a member owes three-months dues.

At that point, a letter is prepared to be sent to such a member.

It's mailed to the address, the known address, delivered to the post office with a bulk receipt which we get stamped that it was so delivered, it has a date, and the body of the letter states that you are more or less, you know, three months in agrears in dues, and you have ten days from the date of this letter to bring your membership into good standing, and an additional letter says for this particular letter and according to the constitution you have to pay a dollar charge.

And so the date of the -- the mailing of the letter is stamped in red on the ledger card and that is an indication to our cashiers that when a member comes up to pay dues and most members respond immediately to this, they are immediately charged one dollar for the letter, and --

Q Is that what the one dollar in the Miscellaneous column in the month of April indicates?

A That's right.

And also in this particular case, since the letter was sent May 27, 1970, the payment was made May 17, 1971, in addition to a dollar for the charge for the letter, she was therefore responsible to pay a new initiation fee which is marked on line 7 as \$25. IN."

Q So the -- strike that.

So that the indication on line 7 with \$25, under column, under the forth column, and two columns to the right, "In" indicate a new initiation fee of \$25, was charged?

A That's right.

Q And under what circumstances is a new initiation fee charged?

A The member is told in a letter they receive they have ten days from the date of the letter to make payments.

This letter was sent on May 27, 1970.

 The payment for those months dues was not made until May 17, 1971, which is move than ten days after the letter, and therefore, she was responsible to pay the initiation

fee.

Q Now, is charging the one dollar assessment for the letter or the \$25 new initiation fee, is that a descretionary

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matter with you?

A No.

That's provided for in the constitution, and we must carry it out.

We have this alternative , but to ask any of our cashiers to ask for this \$25 and a dollar for the letter.

- Q And that's done automatically?
- A That's automatic.

MR. TAUBER: Can I have this marked as Union One.

(whereupon, Respondent's Exhibit Number One was marked for identification, as of this date)

O (Continuing by Mr. Tauber) I'm going to show you an Exhibit marked for identification as Union Exhibit Number One, and ask you if you can identify that.

A This is the letter that is sent to a member who owes three-months dues, and is usually dated.

It's a form letter.

The only thing changes on here is the date every month.

- Q And prior --
- A And sent by mail.
- Q Is the body of that letter the same as the letter sent out prior to the time District 1199 changed its name?

1	A Yes.
2	Q Is there any discretion as to whether or not that letter
3	is sent out?
4	A No.
5	We have receipts from the post office. It's sent.
6	Q Is there any discretion involved in whether that
7	letter goes out?
8	A No.
9	Three months dues the letter is produced.
10	Q. Who goes through the files to determine whether the
11	individuals are three-months in arrears?
12	A The people who work in the people who work within
13	the drug division, the cashiers.
14	Q Cashiers in your office?
15	A They're on the floor.
16	Q What do they do when they find the card that's three-
17	months in arrears?
8	A Each of these cards are pulled, an envelope is
9	typed for each, the ledger card is stamped with the date
0	of the letter, and a bulk list is prepared with number on
1	it, the envelope gets that number that's on the bulk
2	list, and at thereafter you want thereafter or right
3	there at that point?
4	Q Do you play any role in that?

(Continuing by Mr. Tauber) Could you please explain what that writing means?

Eventually after that area hearing board is held, there are minutes, and these minutes that were taken are submitted to my department, and then we, based on the minutes, have to do certain things.

In this particular case, HLA means the Health and Labor -- the affiliates, that hearing board that was held 12/8/71 denied this appeal for the initiation fee.

And that's from the minutes of that hearing board.

JUDGE RIES: What's the - what do those words "did not appear" mean?

THE WITNESS: She did not appear, it was automatically denied.

Dispite the fact -- in this case Miss Salters did not appear and was automatically denied.

JUDGE RIES: I see.

Q (Continuing by Mr. Tauber) Now, is there any other procedure which you utilize as a matter of course involving a member's dues?

In other words, regular procedures.

A After the letters are prepared and mailed to the members, a list by the area of the union -- the union -- drug division is divided into a number of areas.

Mainly geographical, except for this area of the HIP



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centers, etcs, -- have all the people who receive a delinquency notice a particular month, and all those who receive delinquency notices prior months, and it's distributed to the various areas directors based on the area that they are responsible for.

- And that is called a delinquency list?
- Yes.
- Again, whose name would appear on that delinquency list?
- In this case Verneal Salters would probably appear, and it would appear there until we receive -- either the member brings herself to good standing or the member is reported as no longer employed.

Otherwise that name would constantly appear until it is cleared up.

- When does that name go on the list, what period of time?
- Immediately upon the mailing of this letter.
- Of the warning notice?
- That particular month, yes.
- Okay.

After you do that, is there any other automatic procedure involved in dues collection?

We don't do anything in our department until we hear from an area director.

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He would tell us so-and-so is coming down to make payment or so-and-so is no longer employed, and that's all.

We won't proceed with anything until we are directed.

What would happen if a member was no longer employed,
how would you find out about it and what would you do?

A The mnly way we would find out would be from the area director.

He would report based on this list, he has a form which it says this person is no longer employed.

We remove the person from the files.

Now, is there a form used for your department which is used for initiating the procedure for requesting that a member be discharged for non-payment of dues?

A Our department doesn't do that.

Q Your department doesn't do what?

A Doesn't initiate a letter for the termination of a member.

Q How is the termination of a member initiated?

A It comes via the area director and there is a form that he puts down information, the member involved, the number of times he has contacted the member to make payment, which he in turn turns over to the division director, which is Phil Kamenkowitz --

All right.

1	Continue, I'm sorry.
2	A And then eventually when Phil Kamenkowitz assigns
3	it, it comes down to our department.
4	Q Who is Mr. Kamenkowitz?
5	A He is the division director of the drug division.
6	Q What's his title?
7	A Executive vice president of the union, drug division
8	director.
9	Q Is he the person of highest authority within the
10	drug division?
11	A Yes.
12	Q And how many persons within District 1199 bear the
13	title executive vice president?
14	A Each division director, that would be Phil Kamenkowitz
15	Doris Turner, Jessie Olsen right, that's it, three.
16	Q So there are three executive vice president, and
17	those are the persons who are at the head of each division;
18	is that correct?
19	A That's right.
20	Q There is a form that the area director would fill out
21	and submit to you if he sought the discharge of an employee;
22	is that right?
23	A Yes.
24	MR. TAUBER: Mark this as Union Three.

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(Whereupon, Respondent's Exhibit Number Three was marked for identification, as of this date.)

JUDGE RIES: Let's take a ten minute break.

(Recess taken)

JUDGE RIES: On the record.

Q (Continuing by Mr. Tauber) I show you a document marked for identification as Respondent's Exhibit Number Three, and ask you if you can identify that.

(Handing document to witness)

A This is a form that comes to our office from the drug division, and with the information about a member who is delinquent and a request to send a termination letter.

Usually starts from the area director, who is in this case -- it's Edward Bragg, and it has to be signed by Phil Kamenkowitz.

And I see that on here. Also on the bottom of this it --

Q Okay.

That is the form leter you're referring to that's used to -- by an area director to seek the discharge of a member -- of an employee for non-payment of dues; is that right?

A Right.

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Q All right.

Who has -- whose signature would be on that when you receive it, if anyone's?

A On this form?

O Yes.

A Mr. Kamenkowitz's.

MR. COLLAZO: Objection, Your Honor.

Whose signature would appear when she received it, are you referring to this particular document or are you referring to all documents --

MR. TAUBER: I'm right low referring to the general practice.

I will direct my questions particularly to this document at the appropriate time.

MR. COLLAZO: All right.

JUDGE RIES: The answer was Mr. Kamenkowitz?

THE WITNESS: Yes.

JUDGE RIES: How does he spell his name?

THE WITNESS: K-a-m-e-n-k-o-w-i-t-z.

Q (Continuing by Mr. Tauber) Would any other signature appear on it?

A No.

Q If Mr. Kamenkowitz's signature was not on that document, when you received it, what would you do?

1	A It would be resubmitted to him.
2	We would not do one solitary thing with it.
3	Q I see.
4	What's done next?
5	A The letter is the typed, and it's more or less
6	a form letter individually typed to the employer.
7	This form then would have added to it the date
8	the letter was sent and the person who typed the letter.
9	Q Who would make that entry?
10	A The entry would be made by my business, F. Carlin,
11	who would send the letter.
12	And then it's given to Mr. Schuman to sign the letter
13	and then mailed certified mail.
14	Q What's given to Mr. Schuman?
15	A The letter, the termination letter to the employer.
16	Q And Mr. Schuman is the person in the union who signed
17	who signs such a letter?
18	A Yes, sir.
19	Q What is then done with this form?
20	A This form, together with a copy of the letter is
21	filed in a folder provided for all such forms and a notation
22	is attached to the member's ledger card saying that on in
23	this particular case, on 5/27/75 a termination card a
24	termination letter was sent to the employer.
25	Would there be anything else on that note?

1	A Sometimes it may say the name of the area director
2	who asks who was in charge of the area, or it would
3	say see him or it would just say a termination letter was
4	sent on that day.
5	Ω Who writes out that note?
6	A Usually the person who typed the letter.
7	In this particular case I would say she did it, the
8	person who typed it.
9	Q All right.
0	Now, directing your attention specifically to the
1	particular Respondent's Exhibit Number Three, and the
2	information contained therein, it says "From" and under it
3	there's "area director," and Edward Bragg is written in.
4	Who, if you know, wrote that in, and what does it
5	indicate?
6	A Edward Bragg wrote that.
7	He wrote all the information there, all the ways
8	through to the dotted lines where it is written when she
9	got the money she would pay.
0	Up to that point Edward Bragg would fill that in or
1	any other area director would fill it in.
2	Q I see.
3	JUDGE RIES: How about the figure of \$125.50?
	THE WITNESS: It may or may not be sometimes
	yes, and sometimes no.

1	I would imagine most times yes, the amount is in
2	there because I would say yes, because other wise Phil
3	Kamenkowitz would have no idea of the amount of money
4	that's involved or the period that's involved unless he'd
5	read the whole thing.
6	So I would say yes, the amount is written in there.
7	Ω Next to where it says letter mailed and date, there'
8	a date 5/27/75.
9	What does that indicate?
10	A That would indicate to me, that would be the date of
11	the letter, the acutal date of the letter.
12	Q Termination letter?
13	A To the employer.
14	Ω Would that be the dat it was written or typed or
15	both?
16	A It would be typed.
17	Ω Strike that.
18	Would that be the date it was typed or mailed or
19	both?
20	A It would be both.
21	Because it's usually done the same day.
22	Q And it says next to that "by" and there's a
23	signature.
24	Can you identify that signature?
25	A That's my secretary.
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1	Q What's that name?					
2	A On here it says F. Carlin.					
3	Her name is Francis Carlin.					
4	Q Are you familiar with her signature?					
5	λ	Yes.				
6	Q Can youidentify that as being her signature?					
7	A Yes, it is.					
8	Ω Have you seen this document before?					
9	A This one I saw only when I had to collect					
10	Q You have seen it before?					
11	A The point it came to me					
12	Q From your knowledge, is this did you see this					
13	document in the union files?					
14	A	Yes.				
15	δ	To your knowledge, is that a copy of the original				
16	document that was in the union files?					
17	λ	Yes.				
18	Q	Are these documents regularly in the regular				
19	course	of union business kept in the files?				
20	A	Yes, it is.				
21	Q	And are you a person responsible for the maintenance				
22	of those files?					
23	Α	Yes, I am.				
24		MR. TAUBER: I would at this time like to offer this				
	as evic	dence.				

MR. COLLAZO: No objection.				
JUDGE RIES: Received.				
(Whereupon, Respondent's				
Exhibit Number Three was marked received in evidence				
as of this date.)				
Q (Continuing by Mr. Tauber) Now, what if anything				
does the cashier do if a member comes and she pulls the				
ledger card and on the ledger card there's one of the notes				
you referred to which indicated that a termation letter				
was sent?				
A In most cases, practically in all cases, a termination				
letter is an indication to the cashier, that is something				
different, and the area director should be called on it.				
Q Will she accept the dues without calling the area				
A Usually not.				
Q Referring once more to General Counsel's Exhibit				
Number Two, would you please review this exhibit.				
From your knowledge of the medical records of the				
dues records, tell me what date those records indicate				
Miss Salters last made a dues payment.				
(Handing document to witness)				
A April 29, 1974.				
Q And did you, yourself, personally exam Mrs. Salters'				
dues records prior to coming here?				
A Only when these came to my desk when I had to prepare				

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Q To your knowledge, is that a complete and accurate record?

A Yes.

them for Mr. Collazo.

Q I direct your attention to the 1972 card, which I believe is Exhibit Two-C.

MR. COLLAZO: Correct.

Q And I ask you if that indicates any long period of delinquency, and if so, indicate where and how long a period.

This indicates that Friday, May 19th, '72, when a payment of \$20 was made, bringing dues into July of 1972, until April 29, 1974 no payment was made.

Q So there was a period of time from May 19, 1972 until April 29, 1974 that no payment had been made; is that correct?

A Right.

And over what period of time of actual delinquency does that represent?

A Period of time from August of 1972 through April of 1974.

JUDGE RIES: So the May '72 payment was acutally a prepayment, which brought her -- which paid her dues for the following three months?

THE WITNESS: That's right.

Can I clarify that?

JUDGE RIES: Certainly.

I see from the card here there's some typed amounts in here, and there was something that happened outside of a regular payment of dues that brought this card into a payment in advance which was not a sort of like a situatio that existed on this.

In -- on, on the 1971 ledger -- you have to help me, I don't know what one this is.

On the 1971 ledger --

Th. Colling: Dro-D.

THE WITNESS: On line 23, and the date there is rebruary 22, 1972, there's a nayment of \$52 or this cord.

Part of the CEC was on that line 23, a payment of \$12.50 initiation fee, and also on line 11 a dollar &a-rears fee.

And you see that there's a typed notation there.

On line 11 it says credit for dues. Now, although I didn't do this, I know the reason for it.

A person who's responsible for paying initiation fee as is paid on line 23 does not pay arrears fee so that dollar was credited to dues because that was an incorrect entry.

And then on line 23 the \$12.50 initiation fee which says "credited dues per H. Epstein."

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Now, H. Ppstein in 1971 was the financial secretary of Local 1199 at that time.

I can't answer why he did it, but he said that this \$12.50 initiation fee should not be charged, and that this \$12.50 plus the dollar should be credited to dues beyond the February 1972 date which is on the 1972 ledger card -therefore, I can't tell you when it was done, but because this amount ofmoney was credited ahead, the dues, therefore, was paid in advance through May of 1972 so that when -on May, 1972, \$20 was paid, it brought her to July of 1372.

JUDGE RIES: Why then was a letter sent out on July 25th, 1972 as indicated on Unhibit Two-C, which I thought you testified was an arrears letter?

THE WITHESS: Well, by July 28th, '72, she -no, that's wrong. That would be wrong.

It shouldn't be like that.

JUDGE RIES: Which shouldn't be like that?

THE WITHESS: That July 28, '72 date obviously couldn't be sent because on May 19, '72 she paid July dues.

So there's something wrong with that. It may be no, I don't -- see.

She's in good standing on July 28th '72, all that she could -- could couldn't owe because she was paid for

(Continuing by Mr. Tauber) Could that have just 1 2 be the credit? MR. COLLAZO: I didn't hear the question. 3 Could that have been the credit you were referring Q 4 to? 5 6 No. I was answering without looking at this which is 7 different than the rest of the card. 8 At this point she was ahead in her payment of dues. 9 It was because of this credit. 10 I can't understand this here, why, although this 99 was -- the payment was accepted , the \$20 payment was seen 12 on May 19, '72 which paid bor for July of '72, why a least 92 was sent for July 28, '72. That obviously is wrong. 14 However, from that point on, there were no dues 15 paid. 16 MR. TAUPER: I have no further questions. 17 MR. COLLAZO: May I have a second, Your Honor? 18 MR. RIES: Yes. 19 (Pause) 20 MR. COLLAR: Can I have this marked for identification 21 as General Counsel's Exhibit Number Five-A, this document 22 which has the year stamp 1975 in red, as General Counsel 23 Exhibit Five-B, a card which has the year stamped in red, 24

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1974, as General Counsel's Exhibit Five-C, a card that has

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a date in red stamped for the year 1973, and as General Counsel's Exhibit Pive-D, a document that has a black lettered date stamped for the year 1972.

(Whereupon, General Councel' Exhibits Favor' through Five-D, inclusive trans marked for identification as of this date.)

CROSS EXAMINATION

Q (Dy Mr. Collazo) Mrs. Austin, directing your attention to the card that is stamped with the date -- with the year 1975, which I believe has been marked for identification as General Counsel Exhibit Pive-1, would you please tell us as of May 28, 1975 whether Miss Tenis and I believe -- strike that.

Directing pur attention to that exhibit, General Counsel Five-A, in the upper right hand corner, does the name appear thereon?

Zonia Wolker.

Q Yes.

And is that the card kept by the union for that individual named Zenia Walker?

A Yes.

Q Thank you.

Now, maintaining your attention to that particular card, would you please tell us and the Court whether as of the date "ay 28, 1975, "iss Walker was behind in her dues?

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1	A	Yes, she was.						
2	Q	And could you please tell us for how long a period						
3	as of	as of that date was she behind in her dues?						
4	V	A From September 1974.						
5	ő	And that is a period of how many months?						
6	A	Three and three and five eight. Eight						
7	months.							
8	Q Eight months?							
9	Α	A Yes.						
10	Q	During that period of time, the eight months						
11	you've	you've just referred to, was she sent any communication						
12	from yo	from your office department concerning her delinquency in						
13	dues?	dues?						
14	F.	Yes.						
15	On November 25, 1974 I see the red stamp indicating							
16	that a notice was sent to her.							
17	Ω And prior to May 29, 1975, when was the last time							
18	that Miss Walker made a payment of her dues?							
19	Α	9/25/74.						
20	Ď.	Andthat appears						
21	A	On line 17.						
22		JUDGE RIES: General Counsel is						
23	Q You're referring to General Counsel's Five-B; is							
24	that co	rrect, stamped for identification?						

I do not know the --

The Board has long held that a mere failure to treat all members in identical fashion is not sufficient to show a violation of the Act.

CSA Reporting

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There's nothing in the complaint that allows anything other than the union's motive was for other than non-payment of dues.

And the mere fact that there was an employee who had a delinquency record which isn't even comparable to Mrs. Salters is not evidentary of any misconduct on the part of the union, at least as alleged in the complaint of the General Counsel.

JUDGE PIES: I think it's relevant, and I'll receive it.

Thereupon, Community of Exhibits A son correct of into evidence, as of the date.)

MR. CCLLAZO: Your Monor, in the interest of time, Mr. Tauber has just suggested to me that he would be willing to stipulate to a statement drafted by re and subject to his review that certain individuals who are employees of Upper Manhattan Medical Group and repbers of District 1199 had been delinquent in their dues for a period of time, and upon the preparation of that statement, we would submit that into evidence, thereby sparing Miss Austin with the trouble of having to go through each of the individuals that I had intended to -- whose record I intended to submit into evidence and describe what appears thereon.

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So if that is amenable to Mr. Tauber and to yourself.

I would like to have a few minutes recess so I can just
collate this information and have it subjected to Mr.

Tauber's review and thereafter presented.

MR. TAUBER: All I have in mind is that we submit the records and you point out on the record what you think is of significance, that's all.

MR. COLLAZO: That's fine with me, too.

JUDGE RIES: Why don't you do that.

Do you need a recess for that?

MR. COLLAZO: I wouldlike a few minutes).

gather my thoughts.

JUDGE RIES: Okay.

We'll take a short recess.

(Whereupon, a recess was taken)

JUDGE RIES: On the record.

MR. COLLAZO: Would the Reporter kindly mark this document as General Counsel's Exhibit Number Sim.

(Whereupon, General Coursel' Exhibit Number Sim and marked for identification, as of this date.)

MR. COLLAZO: I believe that Mr. Tauber is prepared to stipulate that what has been marked for identification as General Counsel's Exhibit Number Six, is a letter with the Upper Manhattan Medical Group letterhead

setting forth in one column the names of its employees, the date that they were hired, the job classification that they were in, and whether they were employed during the years 1973, 1974, 1975, and with respect to some of the names on this exhibit, there's a notation that some were terminated.

JUDGE RIES: You stipulate to the accuracy of the information contained therein, Mr. Tauber?

MR. TAUBER: Yes.

JUDGE RIES: General Counsel Six is received.

(Whereupon, General Count Exhibit NurberSix was marked received in evider as of this date.)

JUDGE RIES: Are all or substantially all of these people in the bargaining unit?

MR. COLLAZO: My understanding is that they're all in the bargaining unit.

JUDGE RIES: All right.

We'll go off the record.

(Off the record)

JUDGE RIES: On the record.

So it's my understanding that this exhibit includes the names of all personnel who were at one point in the bargaining unit between the years 1973 and 1975; is that correct, counsel?

MR. COLLAZO: That's my understanding, yes, that is correct.

Would the Reporter kindly mark for identification as General Counsel's Exhibit Number Seven this document, please.

(Whereupon, General Council' Exhibit Number Seven, marked for identification, as of this date.)

MR. COLLAZO: Let the record reflect that this exhibit consisting of one, two, three pages, the second and third page are numbered number three at the bottom center of the page.

Q (Continuing by Mr. Collazo) Miss Austin, I show you now what has been marked for identification as General Counsel's Exhibit Number Seven.

JUDGE RIES: Excuse me, counsel, the copy you gave me has four pages.

MR. COLLAZO: You're right. I stand corrected.

General Counsel's Exhibit Number Four does in
fact consist of four pages.

JUDGE RIES: Number Seven?

MP. COLLAZO: Number Seven does in fact consist of four pages.

Q (Continuing by Mr. Collazo) Miss Austin, could you please tell us what this document represents?

A This is what we call delinquency list, which is produced immediately after these notices are sent to our members.

This list was sent based on notices sent May 27th, 1975.

And it indicates that the ten-day period deadline for the payment in answer to this notice would be June 5th, 1975, and their names, book numbers, places of employment and for those people who previously had such a letter sent, there's a date in the column indicating a prior letter.

Ω Okay.

Would you please go through this four-page document and tell us the number of employees who appear on this document who were employed by Upper Manhattan Medical Croup at that time?

A I count eight.

MR. TAUBER: Would you repeat the question?

MR. COLLAZO: Would the Peporter kindly read back the question for Mr. Tauber.

(Whereupon, the record was read)

Q Is this the delinquency list that you made reference to in your direct examination by Mr. Tauber?

A The list that's produced each month, such a list.

MP. COLLAZO: At this time, I'd like to offer

General Counsel's Exhibit -- marked for identification as

CSA Reporting

General Counsel's Exhibit Number Seven into evidence.

JUDGE RIES: Received.

(Whereupon, General Counsel'. Exhibit Number Seven was marked received in evidence as of this date.)

MR. COLLAZO: Would the Reporter kindly mark for identification as General Counsel's Exhibit Number Eight-A a document which bears the name of Janice Johnson in the upper right hand coarner and is stamped in the center, red numbers, theyear 1975.

Also mark for identification as General Counsel's Exhibit Eight-B a document which has the name Janice Johnson appearing in the upper right hand corner and which has the year 1974 stamped in red numbers.

(Whereupon, General Council's Exhibits Eight-A & Right-B Word marked for identifications of this date.)

Q (Continuing by Mr. Collazo) Miss Austin, I show you what has been marked for identification as General Counsel's Exhibit Number Eight-A, a document bearing the year 1975, and General Counsel's Exhibit Number Eight-B, bearing the year 1974.

Could you please tell us how many -- whether as of -- whether -- strike that.

Wouldyou please tell us as of May 28, 1975 for how long a period was Janice Johnson delinquent in her dues?

	11						
1	A	Seven months.					
2	Q	Q Approximately seven months.					
3	A	A There's something missing from this card.					
4	Q						
5	A	A There's a notation that I wrote that was on this					
6	card.						
7	Q	Q Let me get the file.					
8	A	It was written in green ink.					
9	Q	That's supposed to be attached?					
10	A	A That's right.					
11	C	Q It wasn't attached in the file.					
12	The state of the s	It was simply separated.					
13		MR. TAUBER: It was separated when it was reronact.					
14	The state of the s	THE WITNESS: Could be.					
15		I need that					
16	Q	I haven't asked you any questions yet, is that correct?					
17		MR. COLLAZO: I'd like to offer at this time					
18	strike	strike that.					
19		Will the Reporter please mark foridentification as					
20	General	General Counsel's Exhibit Number Nine-A, a card which in					
21	the upp	the upper right hand corner has the name printed Deloris					
22	Williams	Williams, and which on line four has printed in red the					
23	date Fe	date February 26, 1975.					

Also please mark for identification as General .

Counsel's Exhibit Nine-B, a card which -- on which in the

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upper right hand corner the name Deloris Williams appears and in the center has the year stamped in red, 1974.

Also mark for identification as General Counsel's Exhibit Nine-C a document which has printed in the top right hand corner the name Deloris Williams and has a red date stamped in the center of the card, 1973.

(Whereupon, General Counsel' Exhibits 9-4, B & C, for identification, as of this date.)

Q (Continuing by Mr. Collazo) Miss Austin, I show you now what has been marked for identification as Cenaral Counsel's Exhibit Nine-A through C and I ask you--

There's also something missing from this.

Your attorney can supply it if he wishes.

Could you please tell us as of May 28, 1975, how far behind in her dues was Deloris Williams?

MR. TAUPER: Objection.

I had in mind when I spoke to General Counsel before that he'd introduce the records without going through the witness and point out what the problems were.

Apparently now he's simply asking the witness to read what's recorded on the document.

By the best evidence rule, the best evidence of what's in the document is the document itself, and for this witness to simply read into the record the contents

 of the documents is inpermissible.

I thought I was offering something of kindness to save time, you know, to just put the record in, even allow him to comment on it at this point where the documents indicate these various factors.

But to simply ask a witness to read what's in a document, is improper.

JUDGE RIES: Well, I'm not so sure that this document speaks for itself, although it probably does.

It's been brought out that there appear to be some mistakes in these documents.

I'd like tohear a judgment from the witness as to what the document reflects.

MR. TAUBER: Well, then I still object.

The witness is not speaking from her knowledge.

JUDGE RIES: She's beenqualified as an expert on this document.

MP. TAUBER: She is still testifying as to the contents of a document, not from her knowledge, and unless that document is offered into evidence --

JUDGE RIES: She's done a lot of testifying about the contents of documents.

I'll allow the question.

MR. TAUBER: I'm not objecting to her testifying about the contents.

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I'm objecting to her testifying without the document being introduced.

JUDGE RIES: All right.

You want to introduce the document.

I'll receive General Counsel's Exhibit Nine-A through ${\tt C.}$

MR. COLLAZO: I offer these documents into evidence

JUDGE RIES: They're received.

(Whereupon, General Councel' Exhibits Nine-A, aB's C were marked received in evidence, as of this data.)

(Whereupon, the record was read)

Q (Continuing by Mr. Collazo) Answer that question.

A She eved a balance of dues from June 1973 and the balance of that year, all of 1974 and through May of 1975.

MR. COLLAZO: I would offer what's been marked for identification as General Counsel's Exhibit Number --

JUDGE RIES: General Counsel's Exhibit Nine has been offered and received.

MR. COLLAZO: Fine.

JUDGE RIES: General Counsel's Exhibit Eight-A and B have been identified, but not offered.

MR. COLLAZO: I would also like to offer into evidence --what has been marked for identification as General Counsel's Exhibit Dight-A and B.

JUDGE RIES: Received.

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(Whereupon, Ceneral Counsel' Exhibits 8-% & 3-B were marked received in evidence as of this date.)

MR. COLLAZO: Would the Reporter kindly mark for identification a document in which -- on the upper right hand corner the name Marry Layton appears, L-a-y-t-o-n, and has the year 1974 stamped, as General Counsel's Exhibit Number Ten-A -- strike that -- mark for identification as General Counsel's Exhibit Number Ten-B, andmark for identification as General Counsel's Exhibit Number Ten-B, andmark for identification as General Counsel's Exhibit Number Ten-A a document which has the name Mary Layton in the uppartisht hand corner, and has the date March 25, 1975 stamped in red thereon.

Also mark for identification as General Counsel's

Exhibit Number 11-A a document which bears the name of

Joyce Whitaker, W-h-i-t-a-k-e-r in the upper right hand

corner, and has the date July 24, 1975 stamped in the center

of it.

Mark for identification as General Counsel's Exhibit 11-B a document which bears the name of Joyce Whitaker in the upper right hand corner and has stamped in the center in red numbers the year 1974.

(Whereupon, Ceneral Counsel' Exhibits 10-A & B & 11-7 & B were marked for identification, as of this date.)

MR. COLLAZO: Kindly mark for identification as General Counsel's Exhibit Number 12-A a document which bears the name of Laura Gomez in the upper right-hand corner and has the year 1974 stamped in the center thereof.

Also mark for identification as General Counsel's Exhibit Number 12-B a document which has the name Laura Gomez in the center top portion of the document, has the year 1973 stamped in red.

(Whereupon, General Counsel's Exhibits 12-A & 12-B were marked for identification, as of this date.)

(Continuing by Mr. Collazo) Miss Austin, referring to a document which bears the name of Mary Layton on the corner, it's been marked for identification as General Counsel's Exhibit Ten-A and B, would you please tell us how many months behind in her dues was she as of May 28th, 1975?

A Five months.

Directing your attention now to that document which bears the name of Joyce Whitaker, in the upper right hand corner, it's been marked for identification as General Counsel's Exhibit 11-A, would you tell us how far behind in her dues was Miss Whitaker onthe date of October 27, 1974?

A Nine months, ten.

Q Ten months?

MR. COLLAZO: Your Honor, at this time General

JUDGE PIES: All right.

MR. TAUBER: A couple of brief questions.

JUDGE RIES: All right.

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REDIRECT EXAMINATION

(By Mr. Tauber) Miss Austin, --Q

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MR. COLLAZO: Your Honor, with respect to what has been offered into evidence and received as General Counsel's Exhibit 11-A, and General Counsel's Exhibit Number 11-B, I would like to at this time remove from evidence what has been marked for identification and received as General Counsel 11-A and renumber General Counsel's Exhibit Number B -- 11-B to read 11-A.

JUDGE RIES: All right.

The motion is granted.

(Continuing by Mr. Tauber) Miss Austin, you testified in regard to Zenia Walker's records there was a document that was attached to it that's no longer there; is that correct?

It was Janice Johnson.

What was on Janice Johnson's record?

There was a notation that Ihad written making arrangements for her to bring her membership into good staaf ing.

Did she appear in your office?

Yes, she did.

And on what date did she appear?

Sometime in May.

And what was the purpose of her coming to you? Q

To make arrangements for payments.

Did she tell you at whose suggestion she had come?

A She said that Eddie Bragg had a meeting and she came to make arrangements to pay.

Q Could you repeat specifically, to the best of your recollection, what she said?

A She was told that she owes many months dues and she could not make payments all at once, she wanted to make arrangements to make payment, that Eddie Bragg had told her come down to the union and see --

MR. COLLAZO: Objection, Your Honor, that's clearly hearsay as to what Eddie Bragg told Miss Johnson and to what Miss Johnson told Miss Austin.

JUDGE RIES: Mr. Bragg did not tell her a fact which is being offered for the truth of the matter asserted.

You may proceed.

A Normally she would not see me.

She would see the assistant supervisor of the drug division, but he was out ill, and he would be the first one to handle this, since he wasn't there, since I had her at my desk.

Q Did you work out arrangements with her?

A Yes, I did.

MR. TAUBER: Mark this.

'(Whereupon, Respondent's Exhibit Number Four was marked for identification, as of this date.)

Q (Continuing by Mr. Tauber) I show you a document which has been marked as Respondent's Exhibit Number Four and ask you'if you can identify that.

(Handing document to witness)

A This is a note that I wrote on 5/29/75. \
Only for my memory of the card there.

There's no name on here except my name, and I'm -there's a note that I wrote that this note should be
attached to the ledger on 5/29/75, and it says here that
this member owes, and it's Janice Johnson that I remember,
a total of \$109 dues from November, 1974 through Junear
1975.

And I made arrangements with her to send 650 on. May 29th, and thereafter two payments of \$29.50, one on 6/13/75 and one on 6/20/75, to make a total of 59 which would bring her membership into good standing as of the month of June.

O Was that the document which in fact was attached to her ledger?

Λ Yes.

Q And was that in fact an arrangement schedule you had worked out with her?

A Yes.

Q Do you recall whether or not she did in fact come in on May 29th?

1	A The only thing that I recall again just for the				
2	ledger, not from reading this, that she was in.				
3	Whether she mailed the money or brought it in, I				
4	really don't know.				
5	If I looked at the card, I'll tell you that a date				
6	later than May 29th the payment was accepted and could				
7	be that a payment came and the card wasn't in the file				
8	and they couldn't find it.				
9	MR. TAUBER: I have no further questions.				
10	I'd like to offer this as union Respondent's				
11	Exhibit Number Four into evidence.				
10	JUDGE RIES: Received.				
13	MR. COLLAZO: Nay Ijust tako a quick look at it?				
14	Okay.				
15	(Whereupon, Respondent's				
16	Exhibit Number Four commarked received in swiden				
17	as of this date.)				
18	JUDGE RIES: Let me ask you a couple of things.				
19	If I understnad correctly, and this may not be				
20	important, when you on these cards, you don't make				
21	any entries until somebody pays something?				
22	THE WITNESS: That's right.				
23	It remains blank.				
20	JUDGE RIES: It remains blank?				

Yes.

THE WITNESS:

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JUDGE RIES: And once somebody pays something, you put in the dues that are paid and you make a note of -- the arrears moneys and so forth?

THE WITNESS: Our dues are posted month by month.

We don't have what they call accounts receivable where at the beginning of the year you owe a certain amount of money, say if you pay 950 dues, you owe \$114 for the year and then you work against the \$114.

We don't work that way.

Every entry is a complete entity.

You don't keep a balance forward.

JUDGE RIES: I'm looking, Exhibit Two-D, where you have a list of dues, 750 on each -- for each routh.

THE WITNESS: Right.

JUDGE RIES: That's not entered at the beginning of the month?

That's only entered at the time somebody eventually pays?

THE WITNESS: Makes a payment.

JUDGE RIES: Okay.

THE WITNESS: Yes.

JUDGE RIES: On this exhibit, Exhibit Two-F I notice, andyou were testifying about it before, that on May 27, 1970 there's a date stamp which shows that a letter was sent out, and then I don't -- I can't tell, at

least on this xerox copy, that any further letters were sent out.

THE WITNESS: No.

You did not ask me so I did not answer before.

A letter is sent.

Once that letter is sent, no other letter is sent.

You're going to find it on all the cards. A member only gets one such letter.

It would be only after a payment is made and a member again is delinquent would another letter be sent, but until that time -- you see, the delinquent list time, it has a date that the letter was sent.

There's a asterish next to the name, one of the exhibits you have, and the last column to the right carries the date of the letter.

So that only the current people have no notation next to them.

And the area directors knew that those people received the letter that particular month and those with asterisks and those that have the date in the last column show that they were prior letters.

We don't send one every month.

JUDGE RIES: Now -- on this deliquent list, it says the following delinquent members marked, and then there's an asterisk.

THE WITNESS: Right.

JUDGE RIES: --receive statements and owe a balance on the new initiation fee.

Now, there's an asterisk next to Zenia Walker. There is no asterisk next to Verneal Salters.

THE WITNESS: Yes.

Zenia Walker made a payment, leaving a balance of initiation fee, and Verneal Salters made no payment so they was left with no balance and she didn't make a payment.

It remained as is.

JUDGE RIES: Thenyou say one a balance on a muinitiation fee, you mean if somebody hasn't rade any payment for --

THE WITNESS: Hasn't made any payments at all.

The difference in the two cards, if you look at the cards, Zenia Walker made a payment after that and after pulling the payment, she was left with a blaance.

We are showing area director that Zenia Walker indeed did come and make a payment.

It wasn't complete and she still owes a balance. Whereas Verneal Salters made no payment so she owes everything from whatever point the letter was sent.

JUDGE RIES: All others were sent final notices, that is a term meaning?

THE WITNESS: This letter that is dated with the

ten days.

We call that a final notice. That's our term for it.

JUDGE RIES: Okay.

I have no further questions.

MP. COLLAZO: I have one question.

RECROSS EXAMINATION

Q (By Mr. Collazo) Miss Walker -- Miss Austin, excuse me, after a letter is sent, a warning letter is sent to an employee, in that letter --

A You say a warning letter --

Or she is delinquent in dues and within ten days must rectify that situation, do you know whether, if after the ten-day period that individual does not come forth to make payment of dues, that a letter requesting that person's termination is thereafter sent by the union?

A We, after producing such a delinquency notice, would not send such a letter.

The area director would get the listing and would be usually much later than the ten-day period that -- maybe more than one month and more than two months and after he's spoken to the person God knows how many times we would eventually, the whole procedure would start back to us, but we would not contact anybody.

CSA Reporting

That's not our job.

JUDGE RIES: Doesn't the card that you hand out to the employee say that they are dropped from membership?

THE WITNESS: There is a number of rules on back of every membership card -- you have them there -- that tells if you pay your dues beyond the 20th of the month you're charged a dollar for arrears, more or less, if you don't pay your dues for three months you're entitled to get a letter.

That's all there.

JUDGE RIES: It says if dues have not been paid ten days after such a letter has been sent he's automatical? dropped from membership and may be reinstated upon promont of a new initiation fee.

But the fact that a person is dropped from membershidees not cause you to --

THE WITNESS: We don't just -- they're fined, you see that's about what it is or whatever.

They have to reinstate themselves as members.

JUDGE FIES: Okav.

Q (Continuing by Mr. Collazo) My final question, if I may, I know it's been a long day --

A You said one.

I beg your pardon.

Can you tell us when again on what day that Miss

1	Johnson	came forth to make arrangements to pay her delinque					
2	dues?						
3	A	I can't I wasn't there.					
4	So I can only I really						
5	Ω Can you						
6	MR. TAUBER: To pay or to make the arrangements?						
7	Ω	To make the arrangements.					
8	A I didn't see her, see.						
9	I ddn't see her at all.						
10	Ω	Didn't you testify on direct that you had made					
11	arranger	monts with Miss Walker for the payment of lar Age					
12	A	Whose name didyou mention?					
13	Q	Excuse mo, Miss					
14	Λ	A I'm getting confused.					
15	Q	Q Okay.					
16	A Please, I got confused who were you saying?						
17	Ω Strike that line of questioning.						
18	With respect to Miss Johnson						
19	Λ	Johnson, yes, okay.					
20	ũ	Do you recollect onwhat day you made arrangements					
21	with her	to for her to rectify her delinquent dues,					
22	Miss Aus						
23	A	The nnly way I could answer is there is a date on					
24	that not						

		19/
1		It would be that date.
2	Q	I see.
3		May 29, 1975
4	A	Yes.
5	Ω	is that correct?
6	Λ	Yes.
7		MR. COLLAZO: Thank you very much.
8		I have no more questions.
9		JUDGE RIES: Okay.
10		Miss Austin, you are excused.
11		THE WITNESS: Thank you.
12		(Witness excused)
13		JUDGE RIES: Off the record)
14		(Discussion off the record)
15		JUDGE RIES: Onthe record.
16		The hearing will stand in recess until Tuesday,
17	Decembe	er 16th at one p.m.
18		(Whereupon, the hearing was adjourned at 6:10 o'clock p.m.)
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CSA Reporting

CERTIFICATE

This is to certify that the attached proceedings before the NATIONAL LABOR RELATIONS BOARD for the 2nd REGION in the matter of:

UPPER MANHATTAN MEDICAL GROUP

were had as therein appears, and that this is the original transcript thereof for the files of the Board.

C S A REPORTING CORPORATION OFFICIAL REPORTERS

Field Reporter

Case No.

2-CB-5891

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2nd Region

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In the Matter of:

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A DIVISION OF RWDSU, AFL-CIO (Upper Manhattan Medical Group)

and

VERNEAL SALTERS

26 Federal Plaza, New York, New York Tuesday, December 16, 1975

The above-entitled matter came on for further hearing, pursuant to adjournment, at 1:15 o'clock, p.m.

BEFORE:

BERNARD RIES, Administrative Law Judge

APPEARANCES:

ERNEST J. COLLAZO, Esq.

New York, New York, appearing on behalf of the Counsel for the General Counsel.

JEROME TAUBER, Esq.

Law firm of Sipser, Weinstock, Harper & Dorn, 380 Madison Avenue, New York, New York, appearing on behalf of the Respondent.

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PROCEEDINGS

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JUDGE RIES: On the record.

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The hearing will be in order.

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Mr. Tauber?

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MR. TAUBER: I would like to call at this time Edward Bragg.

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Whereupon,

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EDWARD R. BRAGG

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having been previously sworn resumed the stand and testified further as follows:

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JUDGE REIS: You are reminded you are still under oath, Mr. Bragg.

12

THE WITNESS: Yes.

13

FURTHER EXAMINATION

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Q (By Mr. Tauber) Mr. Bragg, when were you assigned as the person responsible for the Upper Manhattan Medical Group?

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A In December, 1973.

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Q Was there any reason why you had taken over the responsibility for the H.I.P groups?

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A Yes, they wanted to pull the groups togehter.

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They felt that the administration of the groups was

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kind of sloppy and I was mandated to go in and negotiate contracts and clean up a lot of problems that had existed

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when the groups which are in four Boroughs were handled

,	207	
1	Q And did you continue to warn Mrs. Salterss?	
2	A Every time I saw her.	
3	Q What was the nature of your warnings in February?	
4	A I said the same thing over and over again too.	
5	I said "Verneal, you have got to pay your dues.	
6	My boss is on my back about you and just make arrangements	
7	to pay. Go to the finance department, call Mr. Rivera	
8	and make arrangements to pay so that when I met with my	
9	boss"	
10	On Fridays we have staff meetings, "I will be able to	
11	tell him 'well, she is making arrangements as the other	
12	members have done'."	
13	I couldn't even get her to even make arrangements	
14	to pay, to call the Finance Department.	
15	Q What if at that time, if any, response did Mrs.	
16	Salters give you to your request that she pay dues or	
17	make arrangements to pay dues?	
18	A She just said she would pay it.	
19	Q Excuse me?	
20	A She just said she would pay it.	
21	Q Did she in fact pay?	
22	A No, she didn't.	
23	Q In March did negotiations continue?	
24	A Yes, they did.	
25	Q Did you in March during these negotiations sessions	
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1 discuss Mrs. Salters dues? In every negotiation sessions in front of the 3 negotiating committee and the negotiating committee also tried to cajole her to pay her dues. 5 What was Mrs. Salters' response, if anything, during 6 the March --7 "Go around and take up a collection for me." 8 Specifically what did you say to her and what did she say to you and, to the best of your recollection, 9 10 when did that conversation take place? A I didn't want to get into a fight with her but I said "Verneal, it is not fair. All the other members are paying their dues. You shouldn't even be on the negotiating committee and I suggest strongly to you that you pay your dues because once these negotiations are over I'm not going to have anychoice but to move you from the job." I had discussed i with my boss, Executive Vice President Kamenkowitz and he said it would be a bad time at this point because it would fragment the committee. do what you have to do.

Wait until you complete your negotiations and then

Q About when was this?

This was in March of -- sometime Mzrch I think it was.

We get a delinquent list on the 20th of each month

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1 and in our staff meeting on Friday mornings a number of things in the union are reviewed, including the delinquent lists. 3 He had come stamping on my back about Verneal Salters and my colleague, Carl Roth who formerly handled Upper 5

He had tried very desperatly and he didn't want to take her off the job.

Manhattan Meidcal Group for a number of years had also

said to me "You know, she is a very poor payer", and he

had attempted to get her to pay her dues.

He was lax in his responsibilities and that is why I took over the Upper Manhattan Medical Group.

You mentioned Mrs. Salters had mentioned something to the effect of "Take up a collection for me."

When did she respond to you in that manner?

What did you say to her that evoked that response?

I didn't say anything to her because Mrs. Salters sometimes would be very belligerent and I just didn't want to get into an argument with her, and I would just shake my head and walk away.

What did she say?

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She said "If you want me to pay my dues, take up a collection for me."

Q Anything further?

Yes, she also said -- well, this goes back to

1	November when she said that she would pay her dues when
2	she got her money back from her taxes.
3	So when March or April came around I think I said
4	to her at one point "You know, you did get your tazes back"
5	and all she did was smile.
6	I didn't pursue it.
7	As I said, I didn't want to get intoa fight with
8	her.
9	Q Did negotiations continue in April?
10	A Yes, they did.
11	Q Throughout the month of April?
12	A Yes, throughout the month of April.
13	Q About how many megotiation sessions did you have
1.1	in the month of April?
15	A We had several.
16	I couldn't give you the exact number.
17	There was several.
18	Q Estimate.
19	A Three, four, five, something like that.
20	Q On those occasions did you discuss dues with Mrs.
21	Salters?
22	A At every occasion I discussed dues with Mrs. Salters.
23	Q What responses, if any, did she give you during
24	the month of April?
25	A "I'm going to pay, I'm going to pay."

1	Q Did she say why she wasn't paying at that time?
2	A No, sir.
3	She just said that she just doesn't have the money.
4	Q When were negotiations completed?
5	A They were completed sometime in the latter part of
6	April.
7	Q Was there a ratification meeting of the agreement
8	that was reached at the negotiation sessions?
9	A On May 5th.
10	Q Where was that meeting conducted?
11	A At Union Headquarters, at 310 West 43rd Street.
12	Q Who was present at this meeting?
13	A The vast majority of the employees from Upper
14	Manhattan, myself and there was a gentleman from the Board
15	who stepped in briefly.
16	He was investigating something, a Mr. Chaeit popped
17	in just briefly for a few minutes, but it basically was
18	the employees from Upper Manhattan within the collective
19	bargaining unit and myself.
20	I chaired the meeting.
21	Q This was on May 5, 1975?
22	A That is correct.
23	Q About what time was that meeting held?
24	A I think it was 1 o'clock.
25	Q Was Mrs. Salters in attendance?

1	A I believe she was.
2	Q Was the contract ratified at thattime?
3	A Yes, it was.
4	Q Did you at any time during or after this meeting
5	discuss dues with the members?
6	A I discussed I asked a number of people to stay
7	behind who had been delinquent three months or more so
8	that I could talk to them individually.
9	I didn't want to embarrass them in front of the
10	entire membership, and I took each one of them aside one
11	by one with my delegate, Holder, and discussed the questio
12	of dues with them.
13	They all agreed, those who were behind three months
14	or more and what I wanted to do was to just make arrange-
15	ments because I could not make arrangements for them.
16.	I told them that I did not have the power of
17	attorney to do that, that what we had to do was to call
18	Mr. Rivera or Miss Austin in the Finance Department and
19	make arrangements to pay.
20	I know that they couldn't pay itall at one shot but
21	to make arrangements to pay, whether it was \$5 a week or
2.2	\$10 a week, whatever it was, just to make arrangements.
23	I spoke to Zena Walker, I spoke to Doris Davis.
24	I'm not sure, but I think I spoke to Janis Johnson,
25	though Janis Johnson had already made arrangements with

Miss Austin to pay, and I spoke to Verneal Salters. / I asked them, each and every one of them, to please make arrangements to pay their dues. They all agreed to do that but Mrs. Salters. Did you meet individually with Mrs. Salters that evening? Yes, I did. I want you, to best of your recollection, tell me specifically what you said to her and what she said to you during the course of that meeting? I said to Verneal, I said "Verneal, I'm under intense pressure to remove you from the job. My boss has reviewed your record and he is on my back to remove you from the job. I want you to call Joe Rivera tomorrow morning or the first chance you get to call Mr. Rivera or Miss Austin to make arrangements to pay your dues." She didn't respond. She said to me, verbatin "I will pay my dues at the end of the month." I said "Salters, that is not good enough.

That you have got to be treated like everyone else at the Upper Manhattan Medical Group.

I expected to call Mr. Rivera or Miss Austin and make arrangements to pay dues like everyone else."

She just ignored that as if I wasn't even there and

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I wasn't going to fight with her because I knew eventually 1 2 what I was going to have to do as bitter as it was. As I said earlier Mrs. Salters and I had a very 4 good relationship. 5 Was anything else said during the course of that meeting? Between myself, Salters and myself? Q Yes? No, I think that was the extent of the discussion except that I said that she could not be treated any differently than anyone else, that she had to make arrangements. Noting additional was said? No. Did she at any time mention a vacation fund? I heard that testimony here. I was never told anything about any vacation fund. I never knew about any vacation fund of the Upper Manhattan Medical Group, and a dues payment is not predicated on a vacation fund. She never mentioned anything to you during the course of that conversation about a vacation fund? As far as I can recall she never mentioned one thing

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On any other occasion, either prior to or subsequent

to me about a vacation fund.

to that, outside the hearing here today? 1 2 Never, never. 3 The only thing she talked about was her income tax 4 returns. 5 When was that? 6 That was in November or December of 1974. 7 Q Is there a procedure by which your division of the 8 union, the Drug Division, reviews dues payments? 9 Yes, once a month we get what is called a delinquent 10 form or list. 11 It comes down from the Drug Finance Department, and 12 once a month that comes down on the 20th, I think, the 13 Friday of that 20th, whatever month it may be and we 14 have a staff meeting every Friday. 15 But when that delinquent list comes down, my boss 16 has a copy, all of the other area directors have copies, 17 and we go over the list very carefully and scrutnize it, 18 and my boss then makes a determination as to what we 19 should do about those folks who have been historically 20 and constantly delinquent. 21 So the Friday after the list comes down at your 22 staff meeting you review the delinquent list? 23 That is correct, that is the policy. A 24 Who is your boss? 25

Executive Vice President Philip Kamenkowitz.

1	Q How often do you have staff meetings?
2	A Every Friday unless there is something special is
3	happening.
4	Q Who attends these staff meetings?
5	A The presiding chairman is Kamenkowitz and there is
6	five other people on our staff, some area directors, some
7	organizers and some are vice presidents.
8	Q In the month of May did you have a staff meeting
9	during which you discussed delinquent members?
10	A Yes, we did.
11	Q What date was that?
12	A I don't want it was either I think it was the
13.	23rd of May if I'm not mistaken.
1.4	Q Friday, May 23rd?
15	A That is correct.
16	Q What discussions regarding dues delinquencies took
17	place on Friday, May 23rd?
18	A We have a rule of thumb in the union.
19	It is not regulation but we go over the list.
20	Each area director and vice president then goes over
21	the list and the members who are just about ready to be
22	three months behind, we try to contact by phone so they
23	don't fall three months behind, try to get them to come
24	down and pay their dues and clean it up.
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Members who have been three months behind, normally

we call them and tell them "Get up and pay your dues or we are going to have to remove you from the job."

There is another rule of thumb also that members -and it has gotten us in trouble, that is why I took over
the HIP group, is that historically what has happened is
that members have been delinquent one or two years and
the area director or vice president in charge would just
let it slide.

Kamenkowitz has a new thing where he says the rule of thumb is that if a member is delinquent more than a year you have got to take him off the job.

On the 23rd we reviewed the list.

There were a number of people on that list in my area who had not paid dues since 1974.

I was mandated by my boss at that point to remove those people from the job, to take them off the job and we have given them enough time to pay and there is no reason why we should continue the way we have in the past.

As I said, I was put in that job specifically to clean up the administration and the weight was coming heavily down on my shoulders.

What factors are generally considered as a matter of union policy in deciding who should be warned, who should be sent a final notice, who should be sent a termination notice?

What factors do you consider, other than the length of delinquency?

A The rule of thumb?

Q Yes?

A The past payments, past practice of the member, how the member paid, whether the member paid on time.

It depends strictly solely on the member's record.

A member could be behind the year and for some reason they were behind one year and we wouldn't take such drastic action until we gave the member a little more time, but normally you look at the person's record, you see what the payments have been like.

You look at whether they are willing to pay or if they want to pay and then the area directors who know something about these members, who have handled them in the past, certainly are better qualified to discuss -- this was relatively new to me -- discuss how members paid and problems they had with them.

Carl Rath who formerly handled the Upper Manhattan

Medical Group for many years sits in on those meetings

with me and when Verneal Salters' name comes up he just

shook his head and said "Man, you are going to have

constant problems with her unless you do something drastic."

Q Was Verneal Salters specifically discussed on May

23rd?

1 A Yes, she was. What was said about her? 3 That she is delinquent and when I asked her to pay 4 she didn't pay, she refuses to pay. 5 There was one point where she didn't pay dues for 6 two years and it was because the area director, vice 7 president in charge, was very lax in his responsibility. 8 Was that specifically discussed at that meeting? 9 A Yes, it was. 10 Who mentioned that and what did she say? 11 Well, Carl Roth who formerly serviced the Upper 12 Manhattan Medical Group said that Verneal Salters never 13 pays dues on time, that she has been a constant thorn in 14 his aide. 15 He tried to get her to pay dues many many times. 16 Not only he tried but he claims he asked the delegate 17 to try to get her to pay dues but it was to no avail. 18 Q Did you say anything at that meeting about Verneal 19 Salters? 20 I just echoed what Carl had said, because I had the 21 same problem that Carl had with her. 22 Did Mr. Kamenkowitz say anything about Vernal Salters? Q 23 He said take her off the job. 24 That is my boss, he said take her off the job. 25 What if anything did you do after that meeting Q

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regarding Verneal Salters?

A Well, before the meeting was ended, I normally am not supposed to take telephone calls during the staff meeting, but a call came in from Verneal Salters and she said there was an emergency so they called me out of the meeting.

I went to my desk and picked up my phone and I spoke to Verneal and she said to me in words I would not want to use here, that the retroactive money -- not the retroactive money, but the retroactive overtime money had not been paid, it was supposed to be paid in two areas.

Can I go back just a second?

She also said to me at that time that we had on the 5th that when she got her retroactive money she would make payments because -- all I wanted her to do was to make a payment when she got her money, to make arrangements and pay \$5 or \$10.

Any way, she called me and said -- used some very choice words that -- what is going on here, we didn't get out money, it is supposed to be in two payments and we are going to get it in three payments.

I said to Verneal "Listen, that is not the most important thing at this point. I was just in a meeting with Kanemkowitz and Kamenkowitz has instructed me to remove you from the job."

And I also said to her that I would call and find out what the problem was, I said, but "Be cool, you are going to get your money, they are not going any place."

I didn't know what the problem was at that particular time.

As I was talking to Verneal Salters the switchboard, the girl on the call board said "I have another call for you".

I said "Who is it?"

She said Ceil King, the administrator from the Upper Manhattan Medical Group.

She called me and said that Mrs. Salters was upstairs carrying on and complaining about not getting her retro money.

I said well, she had every right to do this, why didn't she get it?

Mr. King then said to me that one of our members, Zena Walker had just been promoted to the bookkeeper's job and that Zena Walker who is our member, good union member, didn't know how to compute the overtime, retro overtime and there was -- she couldn't get it together, so she didn't get it out on time.

But in conjunction with that also, administration had called in Ilene Wells and called in another woman one of our members, the switchboard operator, I can't remember

her name offhand, who acting in behalf of the delegate because my delegate, Marian Holder was in New York Hospital and administration knew that there was going to be a problem, so they called these people who were on the committee, negotiating committee who were acting as temporary delegates until Miss Holder came back, that they called these two delegates and explained the situation to them and the delegates agreed that it wasn't management's fault but it was the fault of one of our members and there was nothing that they could do about that.

I heard what Mrs. King said but not knowing bosses,

I asked to be transferred to my -- to committee people.

Emma Ford was the other one and Ilene Wells, I asked to speak to both of my committee people.

I spoke to both of them and they both said "I don't know what is wrong with Verneal. She is around here cursing and carrying on and we met with management and it wasn't management's fault but it was Zena Walker's fault and she is new and we have tried to explain that to Mrs. Salters but Mrs. Salters didn't want to hear anything".

I got back to Salters again and she started yelling and creaming and carrying on an calling me all kinds of dirty names which I felt I didn't deserve because I treated her like a sister for the year, year and a half that I handled that place, treated her like a sister,

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literally, physically treated her like a sister.

She said -- used some other choice words and I said "Listen, don't scream at me, don't holler at me and don't curse at me because I respect you and I expect you to respect -- I expect to be respected also in return."

She then hung up and I called her back.

I said "Salters, you shouldn't have hung up on me.

I don't know why you did that, that wasn't right, it
wasn't fair, and my major concern was trying to save your
job."

I told her that.

I said "I want you to get down here and make arrangements to pay your dues".

She said something like "Screw you" something a little stronger than that andhung up on me.

I went back to my boss and we talked about it.

He said "you know, you are responsible for saying that the administration of a Upper Manhattan Medical Group" which was terrible, incidentally, I was there specifically to clean that medical group because everybody was delinquent there.

No one was as bad as Salters and no one refused to pay dues like Salters did.

I was instructed by Kominkowitz to fill out a form and I can't do this on my own, it has to come from his

desk.

I filled out the form.

I sent it upstairs to the finance department and they sent out the termination letter on Mrs. Salters.

- Q I show you Respondent's Exhibit No. 3 in evidence and ask you if that is the form you filled out regarding the termination of Mrs. Salters?
- A That is the form.
- Q What procedure do you use to request a termination of an employee?
- A Once I'm instructed by the executive vice president to remove a member or a non member because they are no longer members, to remove a non member from the job for not paying the dues, there is a file that we have that has this form.

I take the form out, I fill the form out as prescribed here and I send the form through inter officer to Mr. Arthur Schuman or to Mary Austin.

Schuman is the controller or Mrs. Mary Austin who is supervisor in the finance department.

I no longer have anything to do with it after that.

- Q Did you fill in the information about the dotted line on exhibit?
- A I did, I filled in the total amount that she owed,

 I filled in the member's response, when she got the money

she would pay.

It says "Member contacted".

I remember one date and then I put in numerous times because that is exactly it was, numerous time that I spoke to Mrs. Salters about paying her dues, innumerable times.

- Q The signature which I believe is Kominkowitz in the right-hand corner above the dotted line, who signed that?
- A Kominkowitz.

He has to approve it.

- Q Are you familiar with his signature?
- A Yes.
- Q Is that his signature?
- 14 A It is.
 - Q Who submitted it to him for his signature?
 - A I submitted it to him for signature.
 - Q You on your own have authority to authorize the discharge of a member?
 - A I do not.
 - Q What did you do with that form?
 - A After Kominkowitz signed it I sent it out to the finance department.

I also put some additional information -- I put -I put a note on the additional information that -- not
to accept dues until Mrs, Salters sees Mr. Komenkowitz

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and that is because you have to realize one thing, once a form is sent out the employee is terminated, and if anybody can reinstate her to her job it would have to be the executive president because he made the demand on the finance department to send this form out.

She would not -- she was severed from her job and management didn't have to take her back.

They didn't have to take her back because she was in violation of her constitution.

Q When if at any time did you next hear about Mrs. Salters and her non payment of dues?

A I can't remember the date but I got a call from the finance department, I think it was on a Monday or a Tuesday, and I can't remember the date, that there was a Mrs.

Salters upstairs and could I come up.

I said fine.

I really didn't want to go but I said fine, I will go up.

I went upstairs to the 13th floor and as I got off
the elevator Mrs. Salters and a gentleman -- I assume he
was a gentleman -- was standing at the finance department
window and he pointed -- oh, Salters said something, I
can't remember the words she said to me, to be very
honest, but the man responded by saying "Don't say anything
to that son of a bitch."

1		So I pressed the elevator button and I got back on
2	the e	elevatorand I went back down to my office.
3	Q	Your office is on what floor?
4	A	The 8th floor.
5	Q	Where is the finance department?
6	A	On the 13th floor.
7	Q	Where is Mr. Komenkowitz's office in relation to
8	yours	
9	A	Well, Mr. Komenkowitz has a private office and my
10	desk	is right next to his office.
11	Q	Can you see anyone who attempts to enter his office?
12	Α	I can.
13	Q	And did you see Mrs. Salters at the time you were
14	retur	ened to your office after going upstairs?
15		Did you see Mrs. Salters enter the area near Mr.
16	Komen	kowitz's office?
17	Α	Not while I was there.
18	Q	Thereafter you returned from the finance office?
19	A	The 13th floor?
20		Yes, I was.
21	Q	Were you able to see the reception desk to Mr.
22	Komen	skowitz's office?
23	A	I have a complete panoramic view of the office from
4	my de	sk.

Are you familiar with an employee at Upper Manhattan

	trailed Dolores Williams?
2	A I am.
3	Q Did she have a problem with dues delinquency?
4	A Terrible problem.
5	Q Did you ever discuss her dues delinquency problem
6	with her?
7	A I certainly did.
8	Q When was the last time that you discussed it with
9	her, if you recall?
10	A If I'm not mistaken I think it was either April or
11	May of 1975 and I said to Dolores Williams Dolores,
12	I might add, that I had a good relationship with all my
13	members there and I said to Dolores Williams "Dolores, I
14	have got no choice but to remove you from the job."
15	Dolores Williams said "Youdon't have to do that
17	because I'm quitting", and I tried to ask her why she was
13	leaving the job, she had been there a number of years,
19	and she I think she was making a foolish mistake, but
20	I certainly couldn't condemn her for what she wants to
21	do with her life, but I told her if she didn't pay her
22	dues I would have to remove her from the job.
23	I was supposed to send out a letter on her.
24	I discussed her with Komenkowitz and he said get
25	rid of her also, but since she said she was leaving I
	think June or May sometime, it wasn't necessary to do that

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because she had submitted her resignation to management. 0 Did she in fact leave the job? Yes, she sid. Do you recall when? I believe in June as she said that she was goingto do, May or June. I might also add if I may that those people that I spoke to, Doris Dvis, Zena Walker the same night or during the same period that I spoke to Mrs. Salters and Emma Ford, all I wanted at the -- them to do, which they did, everyone of them, made arrangements with the fianamce department to pay. ments, just to make arrangements. it off in one shot. they pay.

That is all I asked them to do, just to make arrange-Zena Walker came down that following week and paid Emma Ford in fact, I just got a check from Emma Ford yesterday continuing to pay \$50, and she pays -she makes arrangements with the finance department and It is not a hard hearted, hard line thing because we recognize they are working folks and that they have got other responsibilities, but just to make an attempt, instead of putting \$5 in the vacation fund, give that \$5 to the finance department and pay your dues. CSA Reporting

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A On the direction of my boss, Mr. Komenkowitz who makes these decisions I was told to form -- I didn't write it out, incidentally myself, I didn't write it out.

In calling the finance department, when the form was sent up I said make sure if Mrs. Salters comes in to pay her dues there is a note attached to that that she come down and speak to Mr. Komenkowitz before accepting her dues because there is a problem of getting her back on the job when she was terminated.

She was terminate from her job.

They probably didn't want to take her back, probably happy to get rid of her.

JUDGE RIES: You say probably happy to get rid of her?

Q Tell us why?

A Why?

Because Salters unfortunately is very -- at times uncouth, very crude, very unprofessional, and her coworkers don't particular care for her, some of her coworkers.

Q How do you know?

A How do I know?

Because I have got a good relationship with my members and my members were very indignant, as I testified before, very indignant and upset about the way she carried on about her members.

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1	Zena Walker, her coworker, her sister, who made
2	the mistake in paying the dues, paying the retroactive
3	money
4	Q You didn't get along with Mrs. Salters?
5	A Mrs. Salters was my friend.
6	We were friends.
7	Not just we were friends, we talked.
8	Q She was your friend even though you just described
9	her as uncouth, professional and the employer would
10	probably have like to have gotten rid of her?
11	A That is right.
12	If you want me to explain why I will.
13	Q I didn't ask you, sir, just answer the questions.
14	A We were friendly.
15	Q Just answer the questions.
16	A We were friendly.
17	Q You said you spoke to Mrs. Dolores Williams?
18	A Yes.
19	Q About her dues delinquency?
20	A That is correct.
21	Q Tell us again when that took place?
22	A It was either in April or May of 1975 when she was
23	hadn't paid dues for quite a number of months, and I called
24	her and I told her.

I just asked you when it took place.

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very sensitive period.

We were very, in very difficult negotiations and I could not fragmentize my committee.

Q Had she asked to be on that committee?

A Yes, she did.

I might add also I tried to keep her off the committee but she felt she wanted to be on it and she cajoled me and I went for it, as they say, Iwent for it, I became a softie and she is loud and she is boisterous and I thought she would be --

Q Make a good committee person?

A Yes, she is loud and boisterous, right, and she -- QAll right.

A Put the fear of God into them.

Q On May the 5th at the ratification meeting you do recall a conversation which she said that she would pay at the end of the month?

A Correct, I do.

Q And later in your direct testimony you also recall, according to my notes, that she told you she would pay when she got her retroactive pay?

A No, I suggested to her that when she got her retromoney to pay.

I made that suggestion to her.

What she said to me was that she is going to pay at the end of the month.

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I said to her "You will do like everybody else, you will do -- there will be no discrimination here, you will make arrangements to pay."

I was more concerned about her making arrangements so that when Komenkowitz came down on my back as he was going to do I could say she called the finance department, these are the arrangements she made with them.

I told her I can't, I am not, I don't have the authorization to make arrangements, that is not my job.

I don't have that.

Q So that you were the one that suggested payment when she got her retroactive pay, it was not Salters that made that?

A That's right.

I said to Salters, I said "Salters, when you get your retro money, make a payment, give them \$5, \$10."

I can't remember exactly the words but I knew that if she got that money, I knew she hadn't paid when she got her taxes, so I said here is another opportunity to give her another chance, "Get your retroactive money, show good faith, take some of that money and go to the finance department and say 'well, here is \$10, here is \$15, \$20'", though she got 36, she would have taken the \$36 and give it to them and that would have gotten me off the hook with my boss because I was under intense

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1	pressure from him.
2	Q At the meeting, these staff meeting
3	A 23rd.
4	Q May 23rd, you say you got a list, a delinquent list;
5	is that this list?
6	A That is the list.
7	Q Which was introduced as General Counsel's Exhibit
8	7?
9	A That is the list.
10	Q Exhibit 7?
11	A That is the list.
12	I get that list around the 20th of every month.
13	Q Well now, I show it to you and at the top there is
14	a line that says date notice sent, and it says May 27,
15	1975.
16	Now, what does that mean?
17	A I can't answer that question, I don't know.
18	I don't know, Your Honor.
19	That is something Mrs. Austin would be better
20	qualified to answer than I am.
21	I don't know, and I don't want to be misleading here
22	or say anthing that isn't so.
23	I just don't know what that means, but I get that

At this meeting your testimony was, I believe, that

list on the 20th of the month.

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Q

Komenkowitz told you to remove a number of people?

A Correct.

Q Who else did he tell you to remove besides Salters?

A Well, I can't remember offhand the names but there were a number of people who appeared on the list who were delinquent as far back as 1974, and if you remember I testified that the rule of thumb was that, you know, you can't go any further than a year.

After you find people with a year vou knock them off, so what Komenkowitz did was to go over the list, I had my list and check all the people who were delinquent a year or more.

A number of those people were no longer on the job, a number of them for one reason or another had never been dropped but they weren't working, they were just on the list.

Their names reappeared on the list month after month but they hadn't been dropped because there were a number of people there from 1973, Hudson Vitamins, who had been out of Hudson Vitamins for years but reappeared on the list and what he wanted me to do was to clean up all those 1974 people.

Then, we reviewed the whole question of those folks who had been historically and constantly and always delinquent and what to do with those, at his direction.

197 Another reason was that we had negotiated for the 1 first time a dues checkoff which would eliminate this list 2 and he didn't want me to get hung up in a situation where 3 I had people who hadn't paid dues for a year and then we would have a more difficult time getting them to pay 5 their back dues because they were going on checkoff 6 sometime in January of this year -- I mean of next year, 7 176. Q Well, I am looking at General Counsel's Exhibit No. 7 and on the first three pages I don't see anybody who appears to have been delinquent as much as a year as of May, 1975 on the last page. I think the last page reflects new initiation fees. Your Honor, if I'm not mistaken, at the top of the page it should say new initiation fees or initiation fees owed. completed their initiation fee?

What is says are the following applicants have not

Correct.

Those employed temporarily are in CAPS. Q What does that mean, sir, CAPS?

CAPS. A

Q I got that far. You don't know?

A No.

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1	I can't answer that.
2	Q But you were concerned with those people?
3	A Not as equally concerned because they were up-to-date
4	with their dues.
5	They just hadn't completed their initiation fees.
6	Q Can you tell me on this list in General Counsel's
7	Exhibit 7, who else maybe I am misreading it oh, I
8	see, there were some I'm sorry, there is a Madeline
9	Garner at Hudson Vitamins?
10	A Who had been gone for some time, who no longer was
11	employed there.
12	Q Who was no longer employed?
13	A Correct.
14	Q Then there was Gen Haul at Hudson Vitamins?
15	A Yes, who is no longer employed.
16	Q Who was no longer employed?
17	A Correct.
18	Q Then who else onthis list had been delinquent as
19	much as a year as of the time of your meeting in May, 1975?
20	A I can't unless you give me the list.
21	Q Look at that.
22	A Well, there was an Anne Kirk who was delinquent
23	August 28, 1974.
24	There was a Dorothy Israel from November 25, 1974
25	who was no longer employed at Hudson

who was no longer employed at Hudson.

1	Q	Wait a minute, Kirk, if a notice was sent to Kirk
2	on Au	igust 28th, of '74, that meant she had become
3	delir	nquent as of when?
4	Α	May.
5	Q	As of the end of May, 1974?
6	A	Correct.
7	Q	And what was done with Kirk?
8	A	She was told to pay up or she would be terminated
9	from	the job.
10	Q	And she paid up?
11	Α	She paid up.
12	Q	Who else?
13	Α	There is a Barbara Vera from LaQuardia Medical
4	Group	
15		October 23, 1974 she was sent a final letter.
16	Q	Now, had she been delinquent for as much as a year?
17	Α	Yes, she had been delinquent.
18		You see, she had been but you have to understand
19	one	thing, Your Honor and that is we look at the overall
20	pict	ure of the person.
21		Some of these people had never been delinquent before
22	an d	they may have had valid reasons for being delinquent.
23		When you make the determination to remove someone

how the member pays their dues, so you can't use this as

from the job you look at the total overall picture of

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a guideline because, you know, Verneal Salters hadn't paid dues for two years at one point, over two years at one point and in determining it it was determined on the basis of what her record has been and her refusal to pay dues.

Not only I tried to get her to pay dues but Carl
Rath tried to get her to pay dues and we didn't have this
problem with the other members, we just didn't have it.

- Q At the May 23rd meeting --
- A And I have removed other people from the job, incidentally.
- Q At the May 23rd meeting did you have any other records besides this list?
- A Thi is the only record we have.
- Q So you were acting within or you say you were considering these other factors, you were acting on the basis of your own personal recollection?
- A My own personal knowledge that I had of these members, correct.
- Q The note that you authorized to be attached to the dues record --
- A I didn't authorize that note, Your Honor, Mr. Komenkowitz authorized it.
- Q You dictated the note, did you?
- A I was directed by my boss, executive vice president

1	Komenkowitz to let the finance department know not to
2	accept any dues until Verneal Salters came down and spoke
3	to him about it.
4	The reason for that was that she was terminated from
5	the job.
6	A letter was sent out by the union to terminate her.
7	She couldn't go back, management didn't have to take
8	her back.
9	Q But didn't she still owe the union those dues?
10	A Yes.
11	Q Why wouldn't you accept the dues?
12	A Because that was the direction that I got from my
13	superior, Philip Komenkowitz.
14	Q Did that strike you as curious?
15	A No.
16	I didn't give it any thought.
17	You have to understand one thing
18	Q You were put into this organization to collect all
19	the back dues?
20	A Not just to collect back dues, but to administer
21	the contract totally.
22	Q You told us that you were supposed to really shape
23	up this dues delinquency problem?
24	A That is correct.
25	Q Here is somebody who owes a lot of back dues and a

1	note is being left saying don't accept her dues.
2	A Until she speaks to Executive Vice President
3	Komenkowitz, that is correct.
4	Q See, I don't really understand that.
5	If she owed the union dues
6	A Because suppose we couldn't get her job back,
7	suppose management didn't want to give her her job back?
8	I think it would have been immoral and unethical on
9	part to take dues from someone if we weren't able to get
10	her job back.
11	If we weren't able to get her job back I think it
12	would have been an immoral act on my part to take \$12
13	from Verneal Salters and not be able to put her back to
14	work because she had been terminated from her job, and
15	my primary concern was that.
16	I guess it was Komenkowitz also, I can't speak for
17	him, I don't know why he instructed me to do that, but
13	that is what he instricted me to do.
19	Now, if I took \$125 and I couldn't get her a job back,
20	she would have been out \$125 and it wouldn't have made
21	the union \$125 richer, that is for sure.
22	Q It wouldn't?
23	A No.
2.1	Q If you receive money wouldn't it have made the union
25	\$125 richer?

No, I don't think we would have wanted to take the

money under those circumstances and conditions. 3 I wouldn't have, any way. I don't know what another representative might have 4 5 done. I wouldn't have under those conditions because I 6 didn't know if I would get her her job back or Komenkowitz 7 8 could get her her job back. 9 I didn't know. 10 When you came in December, 1973 you discovered that or -- I don't know whether you discovered it then, I don't have the records, but I think that not long after that Dolores Williams started getting delinquent? In troube. In trouble? Yes, right. What did you do about her? Q I did identically the same thing that I did with all the rest of my members. I tried to give them time to pay. One of my -- I guess I'm a hard taskmaster, I understand the people have tough problems and Dolores Williams had children, she had family and I just didn't want to terminate her from her job without giving her ever opportunity to get it straight.

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1 I knew that at one point I was going to clean that 2 situation up and I tried to give her enough rope so she 3 would be able to say that well, you know, I acted hastedly 4 or I didn't give her a fair chance. 5 I gave her all the opportunity that I felt I could. 6 She had a lot of social problems. 7 I knew she was up tight and I just tried to give 8 her every opportunity topay her dues. 9 Q Did you talk to her a lot? 10 As not as much as I had talked to Verneal Salters. 11 I talked to her quite a bit until the point that 12 I couldn't talk to her any more because I was mandated 13 into removing her from the job. 14 JUDGE RIES: Those are all of the question that I 15 have, counsel. 16 Do you have any redirect? 17 MR. TAUBER: No. 13 JUDGE RIES: Does that inspire anything, Mr. Collazo? 19 MR. COLLAZO: No. Your Honor. 20 JUDGE RIES: You are excused. 21 (Witness excused.) 22 JUDGE RIES: Anything further, Mr. Tauber? 23 MR. TAUBER: May I have a sixty second recess? 2.1 JUDG! RIES: We will take a short recess. 25 (Short recess taken.)

Whereupon,

JUDGE RIES: On the record.

MARY AUSTIN

having been previously sworn resumed the stand and testified further as follows:

JUDGE RIES: You are still under oath.

CONTINUED REDIRECT EXAMINATION

Q (By Mr. Tauber) Miss Austin, referring to General Counsel's Exhibit 7, would you explain the procedure which your department used in preparing this list?

A On the 20th of the month which is the deadline for the payment of dues, all ledger cards -- those cards we had the other day, each ledger card is scanned and anyone who owes three months dues -- in other words, at the point of this letter, this list, anyone who owes March, April, May, the third month would be May dues, those cards are

They are divided into areas.

removed from the file.

In other words, all the HIP centers and laboratories that Mr. Bragg is responsible for would be prepared for that area and they are held.

The list is made and the list submitted to the Drug
Division and giving them a chance to take a look at the
list and see what is doing on the list and contacting
some of the members to let them know that they should get

1	their dues in good standing before they get into any kind
2	of difficulty.
3	Q What does May 27, 1975 mean?
4	A That day that we would mail the letters.
5	Q Which, what letters?
6	A The certified letter which says you are, whatever,
7	three months in arreas in the payment of your dues and
8	you have ten days within which to pay it.
9	Q Who on this list would get a letter of May 27th?
10	A Anyone who doesn't have an asterisk or anyone who
11	where it says date sent, doesn'thave a date next to it.
12	Q So all the places where the dates are blank receive
13	a letter May 27th?
14	A Yes.
15	Q What is the dues cutoff date?
16	A May the 20th of every month.
17	Q Is that provided for in the constitution?
18	A Yes, it is.
19	Q Is the 20th the day you prepare this list?
20	A Yes, it is.
21	Q Is it always the 20th?
22	A Well, if it is not the 20th then it is the 21st or
23	Saturday, it would be a work day, the 20th.
24	Q When is this list submitted to the Drug Division?
25	A Immediately after it is prepared, so it would be
	late in the afternoon of the 20th or the 21st. ESA Heppring

MR. TAUBER: I have no further questions.

MR. COLLAZO: I have no further questions.

EXAMINATION

(By Judge Ries) The first date notice sent refers to what is --

That certified letter that is sent.

And the body of the heading it says others were sent final notices.

Is that the notice?

Refer to?

Yes, that is the word we use for the final notice.

Why does it say were sent final notice?

The people that appear in the column to the right were the people who were sent.

Those without any kind of notations were sent letters whatever date is on there, May 27th, those who appear in the column to the right are people who were previously sent letters in prior months and did not bring their membership into good standing, despite the fact that they got those letters previously.

That sort of indicates to the various area directors how delinquent these members are.

My problem is everything in the first sentence there, the first two sentences is put in the past tense.

CSA Reporting

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1	It says following delinquent members marked asterisk
2	received this statement.
3	A I could explain that.
4	The asterisk I think is the very first time on this,
5	just from looking at it is
6	Q Zena Walker?
7	A Yes, her kind of case she had received a letter
8	prior to May 27th.
9	She had made some kind of arrangements to start
10	making payments.
11	However, it wasn't completed and so it remained there
12	as still being delinquent, but she had made some kind of
13	arrangement.
14	That is what the asterisk signfies.
15	Q When you say at the top there date notice sent, May
16	27, 1975, what you mean is date notice will be sent?
17	A That's right.
18	JUDGE RIES: Thank you very much.
19	MR. TAUBER: I don't know if it is clear.
20	FURTHER REDIRECT EXAMINATION
21	Q (By Mr. Tauber) If for instance Bessie Fenster,
2.2.	I believe next to her name in the last column it says
23	April 28, 1975.
24	Would she be sent another letter on May 27th?
	。 第一章 "我们是一个专家的,我们就是一个专家的,我们就是一个专家的,我们就是一个专家的,我们就是一个专家的,我们就是一个专家的,我们就是一个专家的,我们就

Nobody is ever sent a second letter.

1	Q And that would be or that would mean that a person
2	would receive a final notice for the first time?
3	A That is correct.
4	Q At least the first time since they have been
5	delinquent over that period of time?
6	A That is correct.
7	MR. TAUBER: All right.
8	JUDGE RIES: Thank you, Miss Austin.
9	(Witness excused.)
10	JUDGE RIES: Anything else, Mr. Tauber?
11	MR. TAUBER: No.
12	JUDGE RIES: Mr. Collazo?
13	MR. COLLAZO: Yes, I would like to recall Mrs. Salters
14	Whereupon,
15	VERNEAL SALTERS
16	having been previously sworn resumed the stand and
17	testified further as follows:
18	JUDGE RIES: You are still under oath, Mrs. Salters.
19	FURTHER REDIRECT EXAMINATION
20	Q (By Mr. Collazo) Mrs. Salters, will you please
21	tell us who accompanied you to the finance department of
22	the union on May 30, 1975 when you went to tender your
23	dues?
24	A My ex-husband.
25	And did wave on husband make the statement that has

been alleged or attributed to him by Mr. Bragg? No, he said nothing the whole time he was in the 3 union hall, nothing. He didn't open hismouth? He didn't open his mouth. 6 Did he speak with anybody? 7 No. In the finance department? Q 9 No, he did not. 10 Can I just say something? 11 Mr. Taylor from the Labor Relations Board told me, 12 you know, when I called, said it would be advisable if I 13 took someone along with me as a witness so if anything 14 happened I would have a witness who was needed. 15 It was advised that I take someone along so he was 16 in school, so he came along with me. 17 JUDGE RIES: Does your husband know Mr. Bragg? 18 THE WITNESS: No, he has never seen him before in 19 his life. 20 Mrs. Salters, I show you now what is in evidence as 21 Respondent's Exhibit No. 1 and ask you to take a second 22 to study this. 23 Have you ever received anything identical to that 24 by mail?

No. I have never received a letter like this.

1	Q Have you ever received something identical to that
2	document while you were at Upper Manhattan?
3	A No, I have never received a letter like this while
4	I was employed at Upper Manhattan.
5	Q Have you ever received a letter like that from any
6	District 1199 representative?
7	· A No.
8	Q When you paid in the past, when you went to pay your
9	union dues were you charged a fee for any letters that
10	allegedly were sent to you?
11	A Yes, I was charged the \$25 initiation fee plus a
12	dollar for postage which, you know, I had to pay the \$25
13	initiation fee, but I used to argue about that postage
14	because I never got a letter, but they took it, you know,
15	they take your money and they just put it for what they
16	want it to go to and you owe it, you know, so you don't
17	have any say.
18	They just put it there that you owe \$2, \$3, whatever,
19	how many letters you say you got, which I never received,
20	but they just put it towards payment.
21	Q Did any person at the finance department ever explain
22	to you that you had a right to appeal that decision?
23	A No, they did not.
24	Q Did they explain to you anything at all with respect
25	to your protesting the charge of \$1?

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A No, she said that it is a penalty that you have to pay and your postage was sent by certified mail and I said I never received a certified letter.

She said well, you have to pay and they take it, they just deduct it for whatever amount you pay.

If you say -- see, one thing I paid, \$7.50 and they got \$5.50 and I think the last time I paid and they took the \$2 and put it for two letters.

MR. COLLAZO: I have no further questions.

FURTHER RECROSS EXAMINATION

Q (By Mr. Tauber) Mrs. Salters, on what day did you visit the National Labor Relations Board?

A I told you.

Q The first time?

A The first time was May 28th.

Q The day you were fired?

A Same day I was fired.

Q What did the Board agent advise you to do?

A I spoke to a Mrs. Taylor and she advised me to go down and make those payments as I had arranged, made agreement with 1199 to go down and she said -- I told her about the conflict that I had with Phil Komenkowitz and what not.

She said "I would advise you to take someone along with you as a witness just in case anything happened",

which I did.

She told me, and she told me to take names of everybody that I spoke to because I wouldn't have done it, I really wouldn't have done it.

I would have, you know, paid and left.

She told me to take names of everyone and that is how come I have everybody's name, because she told me to.

Q You went down to the union because the agent of the Labor Board instructed you to?

A No, no, I asked her should I go ahead and make any payments as I had prearranged and she said yes, go down exactly as you had arranged to do.

Q Now, you came to the union on May 30th; is that correct?

A Yes, I did.

Q What was told to you when you went up to the cashiers window?

A I went to the cashiers window and I gave her my

I said I'm here to pay my dues.

She pulled my card and she said "Would you have a seat a minute, there is a letter attached to your card and I have to call Eddie Bragg".

I sat down and had a seat.

A few minutes Eddie Bragg came up and he stepped off the elevator and he said "I'm just a mere figurehead, CSA Heporting

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I can do nothing about Mrs.Salters dues. You have to call Phil Konemkowitz".

So the girl just looked at us and looked at him and looked at me, right, and then he turned around and got back on the elevator just like he said, and then she went to her supervisor then and spoke to Miss Austin.

- Q Did you say anything to your husband when Mr. Bragg stepped off the elevator?
- 9 A No, no.

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- 10 Q Did she know that Mr. Bragg was being paged?
- A I said the young lady said she had to call him up-
- 13 Q So you were expecting him?
- 14 A Yes, I was waiting for Mr. Bragg to come upstairs.
- 15 Q What time did you come up to the union?
- A 10 o'clock.
- Q 10 o'clock in the morning?
- 18 A Yes.
- 19 Q On May 3oth?
- 20 A On May 30th.
- Q Did you get your holiday fund money?
- 2? A What holiday fund?
- 23 Q The vacation club money?
- A I got that May 29th.
- 25 Q Picked up your vacation club moneyon May 29th?

1	A Yes, I did.
2	Q Where did you get it?
3	A From the Upper Manhattan Medical Group.
4	Q Who did you get it from?
5	A Ilene Wells.
6	MR. TAUBER: I have no other questions.
7	JUDGE RIES: Thank you, Mrs. Salters.
8	(Witness excused.)
9	JUDGE RIES: Anything further, Mr. Collazo?
10	MR. COLLAZO: No, Your Honor, nothing further.
11	MR. TAUBER: Your Honor, I would like to offer a
12	stipulation or I can give it as testimony under oath.
13	I have contacted Chemical Bank, both their branch
14	offices and central offices, requesting information
15	regarding vacation clubs, and I was informed directly by
16	Chemical Bank that they do not have vacation clubs.
17	I would like to offer that as a stipulation.
18	MR. COLLAZO: Absolutely not, Your Honor, we have
19	no knowledge.
20	MR. TAUBER: I would like to offer that as testimony.
21	If counsel wants me to be sworn I will do that.
22	MR. COLLAZO: We still object, Your Honor.
23	That would be hearsay and irrelevant.
24	JUDGE RIES: I would sustain an objection of the
25	basis of hearsay, counsel.

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

. Petitioner.

No. 76-4280

DISTRICT 1199, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, A DIVISION OF RWDSU/AFL-CIO,

Respondent.

CERTIFICATE OF SERVICE

The undersigned certifies that three (3) copies of the appendix in the above-captioned case have this day been served by first class mail upon the following counsel at the address listed below:

Sipser, Weinstock, Harper, Dorn & Leibowitz Att: Jerome Tauber, Esq. 380 Madison Ave. New York, New York 10017

Elliott moore

Elliott Moore

Deputy Associate General Counsel NATIONAL LABOR RELATIONS BOARD

Dated at Washington, D. C. this 17th day of March, 1977.